

RGPC
c/o John Gross
11 Times Square
New York, NY 10036-8299

RECEIVED
2013 JUN 13 AM 10:36
FEC MAIL CENTER

By FedEx

June 12, 2013

Deborah Chacona
Reports Analysis Division
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Re: Rudy Giuliani Presidential Committee, Inc. C00430512

Dear Ms. Chacona,

I write to present the Debt Settlement Plan for the Rudy Giuliani Presidential Committee, Inc. ("RGPC") hearing FEC identification number C00430512. Annexed please find Form 8, and all supporting documents. We appreciate the guidance you provided when we called. As such, we trust this submission is complete and acceptable. For the Committee's convenience, we are submitting a complete second copy of all documents.

History

In November 2006, RGPC was registered as the sole vehicle for Rudy Giuliani to explore the possibility of seeking the office of President of the United States in the 2008 election. In April 2007, the committee ceased its exploratory operations and changed gears to focus on gaining office. From registration through the present, RGPC operated under FEC identification number C00430512.

During the 2007 primary season and into early 2008, RGPC received in excess of \$60 million dollars in contributions, which was used to operate some 18 field offices around the country, including a campaign headquarters in New York City, employ hundreds of personnel and contractors, and finance all campaign expenses. Unfortunately, at the end of January 2008, Mr. Giuliani withdrew from the presidential race. Immediately following his withdrawal, we began the process of winding down the campaign. We stopped accepting regular contributions, closed the field offices, terminated service contracts, terminated staff and honored requests to refund general election money that had been donated in 2008, etc. RGPC distributed the remaining assets to meet obligations, which included collecting and selling all material assets (i.e. computers, furniture, and blackberries) to reduce debts. In addition, RGPC began renting out the donor list to generate income, which activity continues to date through Mammoth

Marketing Group LLC. Moreover, in 2008, the candidate provided \$1.1 million dollars to fund the wind-down activities, which primarily involved paying vendors and continuing all reporting and compliance activities.

Once we collected all the outstanding invoices, paid to return deployed staff and equipment to their appropriate destinations, and addressed requests to refund donations that had been made in the weeks prior to the withdrawal, including those made in anticipation of events that were cancelled, RGPC was over \$3.5 million dollars in debt. By May of 2008, when many of the penalty charges for early cancellation were received, RGPC reported a debt of \$3,924,113.00, which amount didn't include approximately \$3,500,000 paid out by RGPC as operating expenses, including refunds, between February 1, 2008 and May 30, 2008, but including \$500,000 provided by the candidate. And, as a corporation, with no appreciable assets, RGPC was essentially judgment proof if it had chosen to simply avoid paying off its debt. Rather, RGPC has worked to ensure a fair and equitable resolution of the existing debt. RGPC has tried in a number of ways over the years to raise new funds, including a national campaign lead by Senator John McCain. However, as so many other campaigns have experienced, donors have little appetite to devote their limited resources to paying off the debt of a former campaign committee. It should be noted that thousands of ardent supporters would have contributed, if they had not been barred by their prior contributions to the campaign. The year-end report for RGPC in 2008 showed so many contributions, invoices and payments that it ran over 5,700 pages.

Debt Settlement Plan

On the latest filed FEC report, covering the period ending on March 31, 2013, there are twenty four (24) vendors shown on schedule D-P, plus one candidate loan on schedule C-P, indicating outstanding debt of \$1,756,988.04. Because the process of resolving RGPC's debt has been ongoing for over five years, we shall give an overview of the plan, in four component parts. Similarly, the plan will be presented in the below listed component parts.

As explained in more detail below, there are a total of 15 vendors owed \$1,010,566.89, in Part 3, each of which has agreed to a commercially reasonable resolution of the debt in a signed stipulation of settlement. Collectively the vendors will be paid \$480,515.60. Those funds will be contributed by the former candidate once the settlement plan is resolved. Mr. Giuliani will also convert his existing \$250,000.00 loan to RGPC to a donation, as part of winding down RGPC's business. In addition, settlements in Part 4, represent 8 vendors, collectively owed \$487,287.64 in the FEC reports. However, this group required payments at the time of signing a settlement, as such, \$382,450.00 in settlements has already been paid to compromise the initial \$869,737.64 in debt, with the resulting compromised amount of \$487,287.64 reported as continuing debt. Therefore, a more accurate picture of RGPC's debt and settlement posture is that a total of \$851,696 is being offered, or has already been paid, to settle RGPC's debt. Were you to add in the \$250,000 candidate loan being forgiven, we total \$1,101,696 funded by the candidate to settle RGPC's current debts. Moreover, if one calculates the total funds contributed by the candidate, since he withdrew as a candidate, to pay RGPC debts and operating expenses, the total is another \$1,747,550. Therefore, the former candidate has funded, or will fund, over \$2,800,000 to settle RGPC's debts and pay compliance costs.

Part 1

Part 1 relates to Bandwidth.com ("Bandwidth"), a company located in Cary, North Carolina, which provided internet and communications services to field offices in 2007 and 2008. While RGPC has shown and reported an outstanding debt of \$9,133.50, we have worked to negotiate a settlement of that debt. In an effort to finalize that settlement through subsequent communications, Bandwidth determined it actually billed RGPC in error. In fact, Bandwidth actually owed RGPC a refund, which it claims to have sent to RGPC, but it was never received. As such, we have an e-mail from a manager at Bandwidth dated May 6, 2013, indicating the debt is fully satisfied, and should therefore not be subject to further review. Bandwidth has reissued the refund check, on June 6, 2013, for \$1,014.83, a copy of which is now annexed to the aforementioned email. These funds will be used to pay off legitimate debt. The next filing will reflect this new information. Clearly, the alleged debt to Bandwidth is now cancelled, which is the only reported debt obligation not otherwise included in this Plan.

Part 2

Rudy Giuliani, the candidate, loaned RGPC \$250,000 in early 2008 to pay down many of the initial bills, including paying staff salaries and many of the small vendors with modest outstanding balances. Mr. Giuliani intends to convert that loan into a donation, as he has already done with other loans to RGPC, provided from his personal assets. Annexed is an executed Form 8, Part II, documenting the above arrangement.

Part 3 (A)

This group represents classic, arm's length negotiated settlements with thirteen commercial vendors, most of which are corporate entities. Each vendor has negotiated and signed a written settlement agreement, requiring RGPC to present the agreement to the FEC, and pay the negotiated settlement amount within a short, fixed time of receiving approval from the Commission. Each settlement includes mutual releases of any liability, and recites that the settlement is fair, reasonable, and consistent with the vendor's practices with other similarly situated non-political debtors.

Each of the settlements require RGPC to pay the agreed upon settlement amount, which settlements range from approximately thirty-three to fifty-six percent of the debt, within days of obtaining approval from the FEC. The variance among the vendors further supports the independent and arm's length negotiation each vendor engaged in to reach a settlement. For each vendor, annexed is Form 8, a Part II, and a signed Stipulation of Settlement.

Vendor	Amount Owed	Settlement Amount
AT&T Mobility	\$ 106,691.17	\$ 52,750.00
Brabender Cox	\$ 69,135.83	\$ 34,000.00

Vendor	Amount Owed	Settlement Amount
Delta Air Elite	\$ 15,021.48	\$ 5,000.00
Gordon C. James Public Relations	\$ 5,064.19	\$ 1,675.00
Jon Kraushar & Associates	\$ 72,119.25	\$ 28,500.00
Lyris Technologies Inc.	\$ 5,400.00	\$ 1,800.00
Opera New Media, LLC	\$ 110,000.00	\$ 44,000.00
Roman Tech LLC	\$ 13,500.00	\$ 4,100.00
Scott Howell & Company	\$ 147,884.24	\$ 70,000.00
Sprouse Consulting	\$ 7,200.00	\$ 2,500.00
The Tarrance Group, Inc.	\$ 36,170.19	\$ 14,500.00
Taughannock Aviation Corp.	\$ 210,307.00	\$115,500.00
XO Communications LLC	\$ 11,139.65	\$ 4,500.00

Part 3 (B)

This group of two entities presented a unique challenge in that the candidate has majority ownership in each. As such, counsel for RGPC negotiated an agreement with executive management of each firm to settle the remaining debt based on the average amount agreed to by all other vendors that negotiated at arm's length with RGPC. To pay more could appear to favor the former candidate's business over independent vendors, while paying less could be viewed as an improper commercial donation to a campaign committee. Faced with this dilemma, we recently computed the average percentage of all settlements, which amounted to 45% of the debt, and applied that to the debts owed to the two Giuliani entities. For each entity, annexed is a Form 8, Part II and a signed Stipulation of Settlement.

Vendor	Amount Owed	Settlement Amount
Giuliani Partners, LLC	\$59,290.20	\$26,681.00
Giuliani Security & Safety, LLC	\$141,643.70	\$63,740.00

Part 4

This group of eight vendors presented another set of challenges. Each vendor either instituted litigation against RGPC, or threatened to do so imminently, through their attorney or credit collection professional. In at least one instance, a relatively small vendor, West Moridian, indicated it was in danger of going out of business if it didn't receive settlement funds immediately, and directed its outside counsel to initiate litigation absent a settlement with immediate funding. Some, during negotiations threatened to name the treasurer and candidate in lawsuits, thereby increasing the time and funds necessary to defend the action. It has always been our understanding of the law that a political committee, which was properly incorporated, and functioned as a corporate body, as did RGPC, provided a complete legal shield to debt collection efforts directed against individuals, such as the candidate and the treasurer. And since the corporation liquidated its assets in 2008 to pay vendors and staff, it was judgment proof. We also understood these to be defenses that had to be presented to a court of competent jurisdiction. Once litigation is initiated, it would be costly and time consuming to defend such action. Equally, if not more importantly, Mr. Giuliani and Mr. Gross, the Treasurer, expressed a strong desire to reach fair commercial settlements with all vendors, rather than forcing vendors to go through costly litigation, only to potentially obtain a worthless judgment against a corporate body with virtually no assets. Indeed, Mr. Giuliani was, and is, willing to fund the settlements from his personal assets, without regard to the complete defense that was available.

Each of the eight vendors listed below entered into an arm's length negotiated settlement with RGPC, which required RGPC to make the settlement payment contemporaneously with the signing of the settlement agreement. For each, the contemporaneous payment was critical, and no settlement would have been reached without it. However, to do so created a potential conflict with the guidelines for FEC debt settlements. As such, RGPC agreed to take one hundred percent of the risk associated with a settlement by paying the settlement amount, while continuing to acknowledge and report the entire compromised balance as a continuing debt. Presuming the Commission ultimately approves the negotiated settlements, each vendor then waives any right to seek further funds from RGPC, and mutual releases take effect. However, if the settlement is not approved, without regard to the substantial payment made, RGPC will continue to owe each vendor the compromised amount, which has continuously been reported as debt. This arrangement may create an appearance that the current debt is being compromised without any additional payments, whereas in reality the debt shown is the compromised amount; it represents an amount ranging from \$10,967.85 for CitationShares, equal to 60% of the original debt, to \$41,890.64 for Chris Mottola Consulting, equal to 43% of the original debt.

The below chart shows the currently reported debt in the last column, with the original debt in the second column and the settlement paid in the third column. In total \$382,450 has been paid to settle the Part 4 debts.

Vendor	Original Debt	Settlement Paid	Debt
Act Teleconferencing, Inc.	\$ 24,468.99	\$ 10,000.00	\$ 14,468.99

Vendor	Original Debt	Settlement Paid	Debt
Chris Mottola Consulting, Inc.	\$ 97,890.64	\$ 56,000.00	\$ 41,890.64
CitationShares Management LLC	\$ 18,167.85	\$ 7,200.00	\$ 10,967.85
McGraw Communications	\$ 46,920.55	\$ 19,000.00	\$ 27,920.55
Upstream Communications	\$ 21,150.00	\$ 10,250.00	\$ 10,900.00
Verizon Wireless	\$396,045.23	\$160,000.00	\$236,045.23
Vornado	\$176,462.82	\$ 70,000.00	\$106,462.82
West Meridian LLC	\$ 88,631.56	\$ 50,000.00	\$ 38,631.56

For each vendor in this Part, there is a Form 8, Part II, along with an addendum explaining the settlement, and, one or more, signed settlement Agreements. Each vendor has reached a commercially fair negotiated settlement, which the vendor viewed as bringing closure to its relationship with RGPC. We request approval of these arrangements, in which the vendors have already received substantial and agreed to settlement payments.

Closing Considerations

Since each settlement was independently negotiated, the settlement amount varied from a low of 32% to a high of 76% of the outstanding debt owed by RGPC. This reflects the commercial judgments made by each individual vendor. For example, in several matters a large portion, if not the majority of the debt, was predicated on penalty fees generated in or after February 2008. Such fees are routinely compromised in commercial transactions. In other matters, the vendor has actual "out-of-pocket" expenses, which it needed reimbursed, while willingly compromising billings for advisory services.

It should also be noted that in some cases the settlement document and the FEC report may not match up exactly, usually it was caused by rounding off the values in the settlement documents to the nearest dollar, a common practice, rather than including the cents. Any other idiosyncratic difference is explained on the Form 8, Part II Addendum. It should also be noted that over half of the companies in Group 4, such as Verizon Wireless, generated the majority of the bill after the RGPC campaign had ended, in the form of early termination fees.

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We also note that while every single dollar collected for the general election of 2008 was promptly returned to each donor, by mailing a check to the address on file within sixty (60) days of the end of the campaign, some apparently were never negotiated. Therefore, as we discussed, while the Commission reviews this submission, RGPC is making another effort to contact those donors who did not cash the proffered refund check, in order to send them a full refund. If any funds remain following this effort, such funds shall be turned over to the U.S. Treasury.

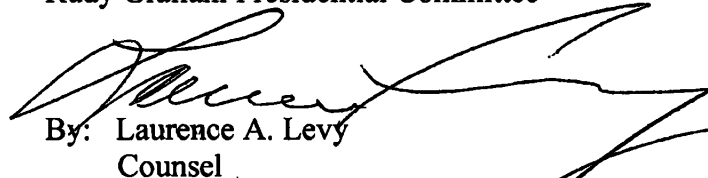
In closing, RGPC has made every effort to raise funds and to pay all outstanding bills, failing that it has engaged in arm's length transactions with all the commercial vendors and reached a fair and just settlement that all parties have accepted in the attached written settlement agreements.

Mr. Giuliani has already provided over \$2 million dollars to pay vendors and fund legal and accounting costs associated with reporting to the FEC, and defending RGPC. It should also be noted that all staff were paid, as were all of the smaller vendors, early on. In addition, over the years, vendors received partial payments to reduce RGPC's debt, while working to either raise sufficient funds to eradicate all debt, or, in the alternative, to settle the outstanding debt on commercially reasonable grounds. Mr. Giuliani is now prepared to fund the remaining debt service recited in the settlement agreements, and to convert his outstanding loan for \$250,000.00 to a contribution. These very substantial personal donations, which were not contributed during his time as an active candidate, are purely voluntary, as he has no legal obligation to assume the debt of RGPC, a properly organized corporation.

The annexed forms, including the signed settlement agreements, demonstrate the good faith undertaking by RGPC, and Mr. Giuliani personally, to not only meet, but to exceed their legal obligations in order to finally convert RGPC into a terminating committee. It is our intention to immediately file as a terminating committee as soon as we receive the Commission's approval for this plan.

Should you have any questions do not hesitate to contact me by phone at 212-938-6403, or via email at Larry.Levy@bglp.com. We appreciate your attention to this matter.

Sincerely,
Rudy Giuliani Presidential Committee


By: Laurence A. Levy
Counsel

DEBT SETTLEMENT PLAN

RECEIVED

2013 JUN 13 AM 10:36

FEC MAIL CENTER

NAME OF COMMITTEE
Rudy Giuliani Presidential Committee, Inc.

ADDRESS
c/o John Gross
11 Times Square

CITY, STATE AND ZIP CODE
New York, NY 10036

FEC I.D. NUMBER
C00430512

PART I — COMMITTEE SUMMARY INFORMATION

1. CASH ON HAND AS OF <u>5/1/2013</u>	\$ 6,400.81	6. TOTAL AMOUNT OF DEBTS OWED BY THE COMMITTEE	\$1,756,988.04*
2. TOTAL ASSETS TO BE LIQUIDATED	0	7. TOTAL NUMBER OF CREDITORS OWED	25
3. TOTAL (ADD 1 AND 2)	\$ 6,400.81	8. NUMBER OF CREDITORS IN PART II OF THIS PLAN	24
4. YEAR TO DATE RECEIPTS (5/1/2013)	\$54,748.05	9. TOTAL AMOUNT OF DEBTS OWED TO THE CREDITORS IN PART II OF THIS PLAN	\$1,747,054.54*
5. YEAR TO DATE DISBURSEMENTS (5/1/2013)	\$99,033.47	10. TOTAL AMOUNT TO BE PAID TO CREDITORS IN PART II OF THIS PLAN	\$ 851,696.00*

11. IS THE COMMITTEE TERMINATING ITS ACTIVITIES?

*See Annexed Letter.

☒ YES ☐ NO

IF YES, WHEN DOES THE COMMITTEE EXPECT TO FILE A TERMINATION REPORT? IF NO, COMMITTEE IS NOT ELIGIBLE TO FILE A DEBT SETTLEMENT PLAN (SEE INSTRUCTIONS).

The Committee will file a termination report within 45 days of having the debt settlement plan approved.

12. IF THIS IS AN AUTHORIZED COMMITTEE, DOES THE CANDIDATE HAVE OTHER AUTHORIZED COMMITTEES?

☐ YES ☒ NO

IF YES, LIST BELOW.

13. DOES THE COMMITTEE HAVE SUFFICIENT FUNDS TO PAY THE TOTAL AMOUNT INDICATED IN THIS PLAN?

☐ YES ☒ NO

IF NO, WHAT STEPS WILL BE TAKEN TO OBTAIN THE FUNDS?

The candidate will fund the approved debt settlement plan from his personal assets.

14. HAS THE COMMITTEE FILED PREVIOUS DEBT SETTLEMENT PLANS?

☐ YES ☒ NO

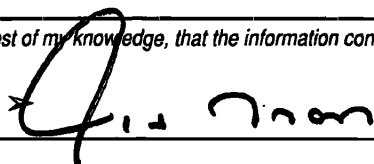
15. AFTER DISPOSING OF ALL THE COMMITTEE'S DEBTS AND OBLIGATIONS, WILL THERE BE ANY RESIDUAL FUNDS?

☐ YES ☒ NO

IF YES, HOW WILL THE FUNDS BE DISBURSED?

I certify, to the best of my knowledge, that the information contained in this Debt Settlement Plan is true, correct and complete.

SIGNATURE OF
TREASURER OF
COMMITTEE



DATE
6/7/2013

FEC FORM 8
(Revised 1/2001)

PART 1

2100801E03T
13031080012

Levy, Larry

From: Daniel Clinton <dclinton@bandwidth.com>
Sent: Monday, May 06, 2013 1:54 PM
To: Levy, Larry
Subject: Rudy Giuliani Presidential Committee - Account 1004255

Larry,

It was a pleasure speaking with you today in regards to Rudy Giuliani Presidential Committee - Account 1004255.

In researching this account the account was closed in good standing.

A refund check was sent on 4/14/2011 to close out the account as a payment received on 1/22/2009 was received in excess.

Nothing further is owed on this account and I do apologize for any inconvenience.

If you ever have any questions or need anything further, please do not hesitate to contact me.

Thank You

--
Daniel Clinton
Billing & Collections Manager, Internet Services
dclinton@bandwidth.com
Venture Center III
900 Main Campus Drive
Raleigh, NC 27606
919-439-2906 Office
919-238-9914 Fax

1002104

ENDOR NO: 1004255		NAME: Rudy Giuliani Presidential Committee, Inc.		CHECK DATE: 6/6/2013
REFERENCE UC0000001885	INVOICE DATE 1/22/2009	GROSS AMOUNT 1,014.83	DISCOUNT TAKEN 0.00	NET AMOUNT PAID 1,014.83
TOTALS >		1,014.83	0.00	1,014.83

THIS CHECK IS VOID WITHOUT A BLUE BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

BANDWIDTH

900 MAIN CAMPUS DRIVE, RALEIGH NC 27606

Square 1 Bank
406 Blackwell Street
Suite 240
Durham, NC 27701

1002104

PAY **1,014.83**
ONLY **1,014.83** CENTS

DATE	6/6/2013
AMOUNT	***1,014.83

PAY One Thousand Fourteen and 83/100***** Dollars

TO THE
ORDER
OF Rudy Giuliani Presidential Committee, Inc
C/o Larry Levy
1251 Avenue of the Americas, 49th Floor
New York, NY 10020-1104



CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈ 1002104 ⑈ ⑆ 05311261512003630 ⑈

PART 2

5100801E05T

DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Rudolph W. Giuliani 1251 Avenue of the Americas, 49th Floor New York, NY 10020-1104	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	4/19/2008	\$250,000.00	\$0

TYPE OF CREDITOR:

☐ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☒ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Candidate loaned the Committee funds to pay operating expenses and debts.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

The Committee made various efforts to raise funds. It was apparent that the Committee could not retire debt to third parties, and, therefore, would not be able to repay the Candidate loan.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

Candidate loan.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

Candidate loan.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☐ YES ☒ NO IF NO, PLEASE EXPLAIN

Candidate loan to the Committee, he always anticipated that he would convert the loan to a donation if the Committee could not pay all of its obligations. Candidate is not in the business of making loans, he only made loans to his own Campaign Committee.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

Rudolph W. Giuliani

DATE

~~6/7/2012~~ 6/12/13

PART 3A

13031080017

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
AT&T Mobility (Note Changed Address for Correspondence) Business Receivables Management 7900 Xerxes Avenue South (Suite 185) Bloomington, MN 55431	December 2007 - February 2008	\$106,691.17	\$52,750.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement. Please note, the Parties made a mutual mistake in the Settlement Agreement by using \$106,691.16 as the debt amount, which is one penny less than the reported debt.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement.

DATE

**BRACEWELL
& GIULIANI**

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
Kazakhstan
London

Larry Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

November 1, 2010

By FedEx

Mr. James Lovick
AT&T Mobility
Businesses Receivables Management
7900 Xerxes Avenue South
Suite 185
Bloomington, MN 55431

Dear Mr. Lovick,

This letter will set forth the Agreement between AT&T Mobility ("AT&T") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of one hundred and six thousand six hundred ninety-one dollars and sixteen (\$106,691.16) cents (the "DEBT") owed by RGPC to AT&T.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to AT&T or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the personal funds of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

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BRACEWELL & GIULIANI

Whereas, AT&T has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment detailed in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$106,691.16 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that AT&T rendered to RGPC, primarily the provision of mobile phone and data services, in its ordinary course of business under commercially reasonable terms. Moreover, the majority of the Debt represents penalties for early termination.

AT&T acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, AT&T has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. AT&T will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to AT&T by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and AT&T agrees to accept fifty two thousand seven hundred and fifty (\$52,750.00) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

AT&T agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

BRACEWELL & GIULIANI

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC AT&T knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which AT&T or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with AT&T's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. AT&T agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as AT&T is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases AT&T, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with AT&T. RGPC agrees never to commence, prosecute, or cause to be prosecuted against AT&T any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against AT&T which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

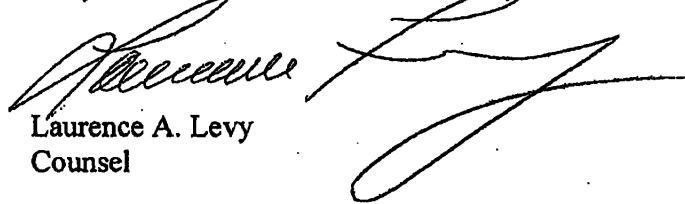
However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that AT&T shall have the right to seek payment of the Debt from RGPC.

BRACEWELL & GIULIANI

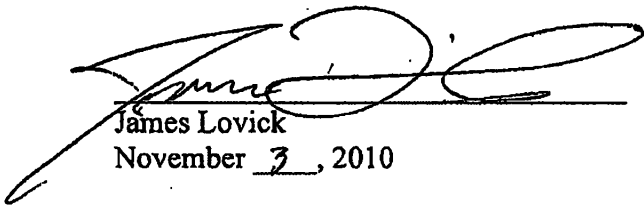
The signatures below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above, please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.


Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
AT&T Mobility


James Lovick
November 3, 2010

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR John Brabender Brabender Cox 1218 Grandview Avenue Pittsburgh, PA 15211	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	December 2007 - January 2008	\$69,135.83	\$34,000.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

> See Annexed Settlement

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bgllp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

May 15, 2013

By FedEx

Mr. John Brabender
Brabender Cox
1218 Grandview Avenue
Pittsburgh, PA 15211

Dear Mr. Brabender,

This letter will set forth the Agreement between Brabender Cox ("BC") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of sixty-nine thousand one hundred and thirty-five dollars and eighty-three cents (\$69,135.83) (the "DEBT") owed by RGPC to BC.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to BC or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the personal funds of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, BC has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment detailed in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$69,135.83, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The

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parties further acknowledge that RGPC's debt stems from services that BC rendered to RGPC, primarily the provision of media services, including the creation and editing of advertisements, in its ordinary course of business under commercially reasonable terms.

BC acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, BC has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. BC will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to BC by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and BC agrees to accept thirty-four thousand (\$34,000.00) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

BC agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC BC knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, anticipated or undisclosed, against the Released Party, which BC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with BC's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. BC agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as BC is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

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(B) RGPC releases BC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releaser"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with BC. RGPC agrees never to commence, prosecute, or cause to be prosecuted against BC any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against BC which has not been released by this Agreement.

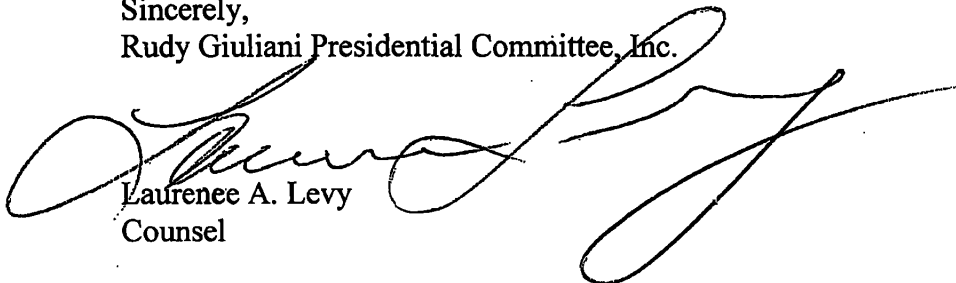
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that BC shall have the right to seek payment of the Debt from RGPC.

The signatures below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

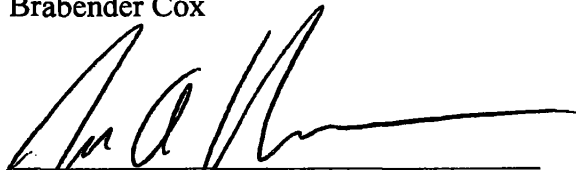
If you agree with the terms detailed above, please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.



Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Brabender Cox



John Brabender
May 15, 2013

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Delta Air Elite (Note Changed Address for Correspondence) P.O. Box 75344 Cincinnati, Ohio 45275	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	March 6, 2007	\$15,021.48	\$5,000.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Charter flight cost was timely partially paid with revised bills received in late 2007 and 2008 after settling dispute on bill. After another partial payment in December of 2008, the company attempted to collect the outstanding balance, including threatening litigation.

See Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

See Annexed Settlement.

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglip.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

March 2, 2011

By FedEx

Mr. Rex Bevis
Chief Financial Officer
Delta Private Jets
PO Box 75344
Cincinnati, Ohio 45275

Dear Mr. Bevis:

This letter will set forth the Agreement between Delta Air Elite, now doing business as Delta Private Jets ("DELTA") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of fifteen thousand and twenty one dollars and forty eight (\$15,021.48) cents (the "DEBT") owed by RGPC to DELTA.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to DELTA or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the former candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

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BRACEWELL & GIULIANI

Mr. Rex Bevis
March 2, 2011
Page 2

Whereas, DELTA has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$15,021.48 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that DELTA rendered to RGPC, the provision of charter flight services in California, in its ordinary course of business under commercially reasonable terms.

DELTA acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, DELTA has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical corporate debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. DELTA will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to DELTA by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and DELTA agrees to accept five thousand (\$5,000) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

DELTA agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

BRACEWELL & GIULIANI

Mr. Rex Bevis

March 2, 2011

Page 3

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In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, DELTA knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which DELTA or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with DELTA's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. DELTA agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as DELTA is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases DELTA, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with DELTA. RGPC agrees never to commence, prosecute, or cause to be prosecuted against DELTA any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against DELTA which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that DELTA shall have the right to seek payment of the Debt from RGPC.

BRACEWELL & GIULIANI

Mr. Rex Bevis
March 2, 2011
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By


Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Delta Private Jets

By: 

Rex Bevis
Chief Financial Officer

March 7, 2011.

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
Christine Walton Gordon C. James Public Relations 4715 N. 32nd St., Ste. 104 Phoenix, Arizona 85018	12/2007 to 1/2008	\$5,064.19	\$1,675.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Consultant invoiced RGPC in February and May of 2008 for services rendered in December 2007 and January 2008. An oral extension of time to raise money to pay the invoice was granted.

See Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

> See Annexed Settlement.

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bgllp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

January 20, 2011

By FedEx

Ms. Christine Walton
Gordon C. James Public Relations
4715 North 32nd Street
Suite 104
Phoenix, Arizona 85018

Dear Ms. Walton:

This letter will set forth the Agreement between Gordon C. James Public Relations ("GCJ") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of five thousand and sixty four dollars and nineteen (\$5,064.19) cents (the "DEBT") owed by RGPC to GCJ.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to GCJ or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they cannot reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since February of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission ("FEC"); and

Whereas, GCJ has made good faith efforts to collect from RGPC to collect this debt, and is now willing to enter into an Agreement with RGPC, conditioned upon RGPC presenting this

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BRACEWELL & GIULIANI

Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by RGPC is \$5,064.19, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The Parties further acknowledge that RGPC's debt stems from services that GCJ rendered to RGPC, primarily political advance work and fundraising services, in its ordinary course of business under commercially reasonable terms.

GCJ acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, GCJ has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement to the FEC as part of its submission prior to becoming a Terminating Committee. GCJ will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to GCJ. GCJ will join RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and GCJ agrees to accept one thousand six hundred and seventy five (\$1,675) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement, if such is approved by the FEC.

GCJ agrees to forbear for a commercially reasonable period any further collection efforts while RGPC tries to negotiate a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC, GCJ knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether

known, unknown, unanticipated or undisclosed, against the Released Party, which GCJ or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with GCJ's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. GCJ agrees never to commence, prosecute or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as GCJ is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases GCJ, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with GCJ. RGPC agrees never to commence, prosecute, or cause to be prosecuted against GCJ any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against GCJ which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

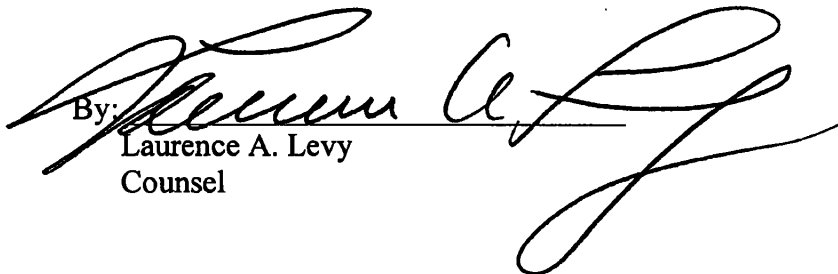
However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that GCJ shall have the right to seek payment of the Debt from RGPC.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.


BRACEWELL & GIULIANI

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Gordon C. James Public Relations


By: Christine Walton
Date: 1-21-11

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
Jon Kraushar (Note Changed Address for Correspondence) Jon Kraushar & Associates 286 Madison Avenue, Suite 907 New York, NY 10017	November 2007 - January 2008	\$72,119.25	\$28,500.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Debt stems from debate preparation services in late 2007 - January 2008. Vendor extended time to raise additional funds, then pressed for payment resulting in annexed Settlement Agreement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement.

DATE

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

February 3, 2010

Jon Kraushar
Jon Kraushar & Associates
286 Madison Avenue, Suite 907
New York, NY 10017

Dear Mr. Kraushar,

This letter will set forth the Agreement between Jon Kraushar & Associates ("KRAUSHAR") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of seventy two thousand one hundred and nineteen dollars and twenty five (\$72,119.25) cents (the "DEBT") owed by RGPC to KRAUSHAR.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to KRAUSHAR or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, KRAUSHAR has made good faith efforts to collect from RGPC, including repeated communications from the chief operating officer to various parties in an effort to collect this debt, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$72,119.25 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that KRAUSHAR rendered to RGPC, primarily the provision of debate preparation and coaching services, in its ordinary course of business under commercially reasonable terms.

KRAUSHAR acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, KRAUSHAR has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. KRAUSHAR will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to KRAUSHAR by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and KRAUSHAR agrees to accept twenty eight thousand and five hundred (\$28,500) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

KRAUSHAR agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC KRAUSHAR knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which KRAUSHAR or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with KRAUSHAR's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. KRAUSHAR agrees never to commence, prosecute, or

cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as KRAUSHAR is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases KRAUSHAR, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with KRAUSHAR. RGPC agrees never to commence, prosecute, or cause to be prosecuted against KRAUSHAR any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against KRAUSHAR which has not been released by this Agreement.

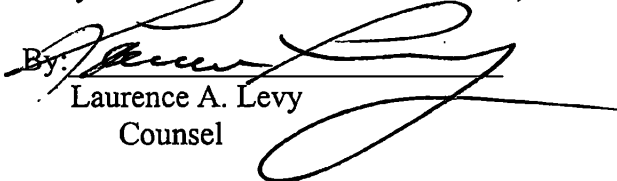
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that KRAUSHAR shall have the right to seek payment of the Debt from RGPC.

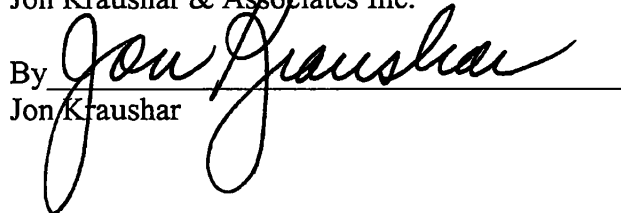
The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

Agreed and Accepted:
Jon Kraushar & Associates Inc.

By: 
Jon Kraushar

Date: 2/16/10

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Sylvia Perez (Note Corrected Address for Correspondence) *Lyris Technologies Inc. 6401 Hollis Street, Suite 125 Emeryville, CA 94608 *Note: Lyris Technologies Inc. is now Lyris Inc.	DATE INCURRED January-March 2008	AMOUNT OWED TO CREDITOR \$5,400.00	AMOUNT OFFERED IN SETTLEMENT \$1,800.00
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TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Lyris, Inc. sent last invoice covering early 2008 in 2008, by which time the Committee was ending activity as the candidate had withdrawn from the race.

See Annexed Settlement Agreement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement.

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel
212.938.6403 Office
212.938.3878 Fax
larry.levy@bgllp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

January 28, 2011

By FedEx

Ms. Silvia Perez
Finance Operations Manager
Lyris Inc.
6401 Hollis Street, Suite 125
Emeryville, CA 94608

Dear Ms. Perez:

This letter will set forth the Agreement between Lyris Inc. ("Lyris") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of five thousand four hundred dollars (\$5,400.00) (the "DEBT") owed by RGPC to Lyris.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to Lyris or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they cannot reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since February of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission ("FEC"); and

Whereas, Lyris has made good faith efforts to collect from RGPC this debt, and is now willing to enter into an Agreement with RGPC, conditioned upon RGPC presenting this

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BRACEWELL & GIULIANI

Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by RGPC is \$5,400.00, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The Parties further acknowledge that RGPC's debt stems from services that Lyris rendered to RGPC, primarily technology list hosting services, in its ordinary course of business under commercially reasonable terms.

Lyris acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, Lyris has pursued its remedies against RGPC, including referring the matter to its collection department, as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement to the FEC as part of its submission prior to becoming a Terminating Committee. Lyris will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to Lyris. Lyris will join RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and Lyris agrees to accept one thousand eight hundred (\$1,800.00) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement, if such is approved by the FEC.

Lyris agrees to forbear for a commercially reasonable period any further collection efforts while RGPC tries to negotiate a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC, Lyris knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether

known, unknown, unanticipated or undisclosed, against the Released Party, which Lyris or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with Lyris's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. Lyris agrees never to commence, prosecute or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as Lyris is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases Lyris, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with Lyris. RGPC agrees never to commence, prosecute, or cause to be prosecuted against Lyris any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against Lyris which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that Lyris shall have the right to seek payment of the Debt from RGPC.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

BRACEWELL & GIULIANI


If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 

Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Lyris Inc.


Ms. Silvia Perez
Finance Operations Manager

Date: 1-31-2011

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
Opera New Media, LLC 1110 Massachusetts Avenue, #3 Cambridge, MA 02138 (Note - Change of Address for Company)	Various dates 2007 to January 2008	\$110,000.00	\$44,000.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Vendor and Committee disputed services and billing until settling in early 2008. Thereafter, Committee made various payments for internet consulting services and technical services and internet ads ultimately leading to The Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

September 6, 2011

By FedEx

Mr. Adam Katz
Opera New Media
1110 Massachusetts Avenue, #3
Cambridge, MA 02138

Dear Mr. Katz:

This letter will set forth the Agreement between Opera New Media LLC ("OPERA") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of one hundred ten thousand (\$110,000.00) dollars (the "DEBT") owed by RGPC to OPERA.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to OPERA or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement of the remaining balance or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, OPERA has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

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Now therefore

The Parties acknowledge the debt owed by the RGPC is \$110,000.00 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that OPERA rendered to RGPC, primarily serving as media consultants for internet advertisements and activities, in its ordinary course of business under commercially reasonable terms.

OPERA acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, OPERA has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets, including retaining legal counsel to pursue payment.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. OPERA will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to OPERA by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and OPERA agrees to accept forty four thousand (\$44,000) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

OPERA agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

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In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, OPERA knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which OPERA or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with OPERA's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. OPERA agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as OPERA is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases OPERA, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with OPERA. RGPC agrees never to commence, prosecute, or cause to be prosecuted against OPERA any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against OPERA which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that OPERA shall have the right to seek payment of the Debt from RGPC.

Mr. Adam Katz
September 6, 2011
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By: 

Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Opera New Media

By: 

Adam Katz

November 3
September __, 2011.

13031080058

DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Richard Roman Roman Tech LLC 8645 24th Avenue Brooklyn, New York 11214-4301	DATE INCURRED July 1, 2007	AMOUNT OWED TO CREDITOR \$13,500.00	AMOUNT OFFERED IN SETTLEMENT \$4,100.00
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TYPE OF CREDITOR:

☐ INCORPORATED COMMERCIAL VENDOR ☒ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Creditor had provided tech services to Committee, terminating in July of 2007. After extensive dispute regarding any payments due, an agreement was reached to pay \$13,500.00.

See Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE
➤ See Annexed Settlement.

DATE

BRACEWELL
& GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglip.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

March 1, 2011

By FedEx

Richard Roman
Roman Tech LLC
8645 24th Avenue
Brooklyn, New York 11214-4301

Dear Mr. Roman:

This letter will set forth the Agreement between Roman Tech LLC ("ROMAN") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of thirteen thousand five hundred (\$13,500.00) dollars (the "DEBT") owed by RGPC to ROMAN.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to ROMAN or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, ROMAN has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

BRACEWELL & GIULIANI

Richard Roman
March 1, 2011
Page 2

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$13,500.00 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that ROMAN rendered to RGPC, primarily the provision of information technology services, in its ordinary course of business under commercially reasonable terms.

ROMAN acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, ROMAN has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. ROMAN will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to ROMAN by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and ROMAN agrees to accept four thousand and one hundred (\$4,100) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

ROMAN agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

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BRACEWELL & GIULIANI

Richard Roman

March 1, 2011

Page 3

13031080062

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, ROMAN knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which ROMAN or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with ROMAN's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. ROMAN agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as ROMAN is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases ROMAN, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with ROMAN. RGPC agrees never to commence, prosecute, or cause to be prosecuted against ROMAN any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against ROMAN which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that ROMAN shall have the right to seek payment of the Debt from RGPC.

BRACEWELL
& GIULIANI

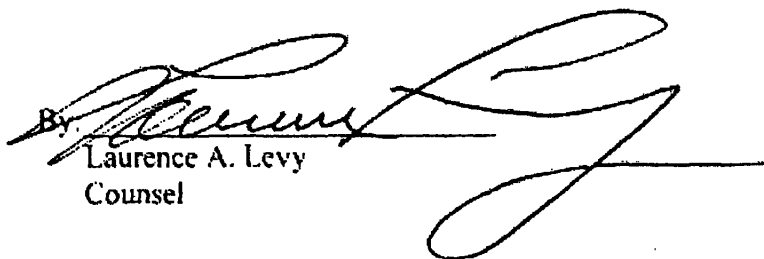
Richard Roman
March 1, 2011
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.


If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Roman Tech LLC

By: 
Richard Roman

March 17, 2011.

13031080063

13031080064

DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
Scott Howell Scott Howell & Company 208 North Market Street Dallas, Texas 75202-1027 TYPE OF CREDITOR:	12/2007 - 1/2008	\$147,884.24	\$70,000.00

☐ INCORPORATED COMMERCIAL VENDOR ☒ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Vendor provided media services, including the production of web based and television ads. Most invoices for this debt weren't received until the candidate withdrew and funds were extremely limited.

See Annexed Settlement Agreements and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreements and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreements and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreements and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreements and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreements and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

SCOTT HOWELL & COMPANY (PART II)

As per the annexed Settlement Agreements, the Parties, initially agreed on March 24, 2011 to settle the then outstanding debt of one hundred sixty-two thousand, eight hundred and eighty-four dollars and twenty-four cents (\$162,884.24) for a one-time payment of eighty-five thousand dollars (\$85,000.00), subject to FEC approval. In January of 2012, Scott Howell & Company ("Howell") contacted The Rudy Giuliani Presidential Committee, Inc. ("RGPC") indicating it was contemplating initiating litigation because the process was taking too long. At that time, the Parties agreed to the January 2012 Settlement Agreement, whereby RGPC immediately paid to Howell, fifteen thousand dollars (\$15,000.00), thereby reducing the remaining debt to the currently reported one hundred forty-seven thousand, eight hundred and eighty-four dollars and twenty-four cents (\$147,884.24), and the settlement amount still due and owing to seventy-thousand dollars (\$70,000.00), subject to FEC approval. Functionally, this also reduced the percentage of debt offered in settlement from the fifty-two percent (52%) reflected in the original negotiated settlement, to forty-seven percent (47%) of the reduced balance.

Please see annexed Settlement Agreements.

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglip.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

March 24, 2011

By FedEx

Mr. Scott Howell
Scott Howell & Company
208 North Market Street
Dallas, Texas 75202-1027

Dear Mr. Howell:

This letter will set forth the Agreement between Scott Howell & Company ("HOWELL") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of one hundred sixty two thousand eight hundred and eighty four dollars and twenty four (\$162,884.24) cents (the "DEBT") owed by RGPC to HOWELL.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to HOWELL or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, HOWELL has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

BRACEWELL & GIULIANI

Mr. Scott Howell

March 24, 2011

Page 2

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$162,884.24 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that HOWELL rendered to RGPC, primarily serving as political and media consultants, in its ordinary course of business under commercially reasonable terms.

HOWELL acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, HOWELL has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. HOWELL will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to HOWELL by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and HOWELL agrees to accept eighty five thousand (\$85,000) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

HOWELL agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

BRACEWELL & GIULIANI

Mr. Scott Howell

March 24, 2011

Page 3

13031080069

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, HOWELL knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which HOWELL or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with HOWELL's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. HOWELL agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as HOWELL is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases HOWELL, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with HOWELL. RGPC agrees never to commence, prosecute, or cause to be prosecuted against HOWELL any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against HOWELL which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that HOWELL shall have the right to seek payment of the Debt from RGPC.

BRACEWELL & GIULIANI

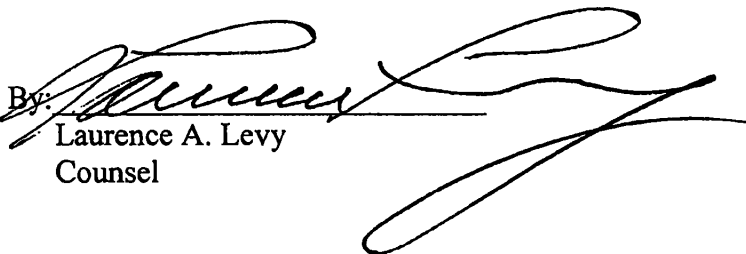
Mr. Scott Howell
March 24, 2011
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Scott Howell & Company

By: 
Scott Howell

March 28, 2011.

13031080070

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bgllp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

January 10, 2012

By FedEx

Mr. Scott Howell
Scott Howell & Company
208 North Market Street
Dallas, Texas 75202-1027

Dear Mr. Howell:

This letter will set forth the Agreement between Scott Howell & Company ("HOWELL") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of one hundred forty seven thousand eight hundred and eighty four dollars and twenty four (\$147,884.24) cents (the "DEBT") owed by RGPC to HOWELL.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to HOWELL or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, HOWELL has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

13031080071

BRACEWELL & GIULIANI

Mr. Scott Howell
January 10, 2012
Page 2

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$147,884.24 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that HOWELL rendered to RGPC, primarily serving as political and media consultants, in its ordinary course of business under commercially reasonable terms.

HOWELL acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, HOWELL has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. HOWELL will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to HOWELL by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and HOWELL agrees to accept seventy thousand (\$70,000) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

HOWELL agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

13031080072

BRACEWELL & GIULIANI

Mr. Scott Howell

January 10, 2012

Page 3

13031080073

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, HOWELL knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which HOWELL or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with HOWELL's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. HOWELL agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as HOWELL is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases HOWELL, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with HOWELL. RGPC agrees never to commence, prosecute, or cause to be prosecuted against HOWELL any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against HOWELL which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that HOWELL shall have the right to seek payment of the Debt from RGPC.

BRACEWELL & GIULIANI

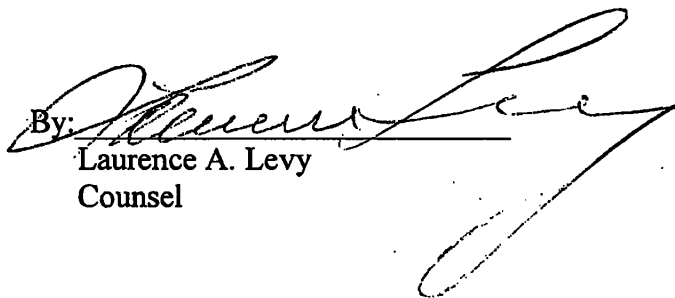
Mr. Scott Howell
January 10, 2012
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

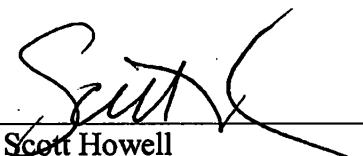
If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Scott Howell & Company

By: 
Scott Howell

January 10, 2012.

13031080074

13031080075

DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Vic Sprouse (Note - Changed Address for Correspondence) Sprouse Consulting 520 41st Street, SE Charleston, West Virginia 25304	DATE INCURRED Late 2007 through January 2008	AMOUNT OWED TO CREDITOR \$7,200.00	AMOUNT OFFERED IN SETTLEMENT \$2,500.00
--	---	--	--

TYPE OF CREDITOR:

☐ INCORPORATED COMMERCIAL VENDOR ☒ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

The Committee attempted to raise funds, take out loans, sell assets and receive additional donations for the candidate.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement.

DATE

BRACEWELL
& GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel
212.938.6403 Office
212.938.3878 Fax

larry.levy@bgllp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

March 8, 2011

By FedEx

Mr. Vic Sprouse
Sprouse Consulting
520 41st Street, SE
Charleston, WV 25304

Dear Mr. Sprouse:

This letter will set forth the Agreement between Sprouse Consulting ("SPROUSE") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of seven thousand two hundred (\$7,200.00) dollars (the "DEBT") owed by RGPC to SPROUSE.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to SPROUSE or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the former candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

13031080077

BRACEWELL & GIULIANI

Mr. Vic Sprouse
March 8, 2011
Page 2

Whereas, SPROUSE has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$7,200.00 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that SPROUSE rendered to RGPC, primarily political consulting work in West Virginia, in its ordinary course of business under commercially reasonable terms.

SPROUSE acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, SPROUSE has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical corporate debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. SPROUSE will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to SPROUSE by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and SPROUSE agrees to accept two thousand five hundred (\$2,500.00) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

SPROUSE agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

BRACEWELL & GIULIANI

Mr. Vic Sprouse
March 8, 2011
Page 3

13031080079

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, SPROUSE knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which SPROUSE or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with SPROUSE's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. SPROUSE agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as SPROUSE is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases SPROUSE, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with SPROUSE. RGPC agrees never to commence, prosecute, or cause to be prosecuted against SPROUSE any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against SPROUSE which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that SPROUSE shall have the right to seek payment of the Debt from RGPC.

BRACEWELL & GIULIANI

Mr. Vic Sprouse
March 8, 2011
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By: 

Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Sprouse Consulting

By: 

Vic Sprouse
Principal

March 9, 2011.

08008015051

18008015051

1

DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION

(FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR The Tarrance Group, Inc. 201 N. Union Street, Suite 410 Alexandria, VA 22314	DATE INCURRED November 2007 - January 2008	AMOUNT OWED TO CREDITOR \$36,170.19	AMOUNT OFFERED IN SETTLEMENT \$14,500.00
---	--	---	---

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement.

DATE

HOLTZMAN VOGEL PLLC
Attorneys at Law

1177 Avenue of the Americas

19th Floor

New York, NY 10036

p/212-938-6403

f/212-938-3878

February 3, 2010

Ed Goeas
The Tarrance Group, Inc.
201 N. Union Street, Suite 410
Alexandria, VA 22314

Dear Mr. Goeas,

This letter will set forth the Agreement between The Tarrance Group, Inc ("Tarrance") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of thirty six thousand one hundred and seventy dollars and nineteen (\$36,170.19) cents (the "DEBT") owed by RGPC to Tarrance.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to Tarrance or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, Tarrance has made good faith efforts to collect from RGPC, including repeated communications from Tarrance to various parties in an effort to collect this debt, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

13031080083

The Parties acknowledge the debt owed by the RGPC is \$36,170.49 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that Tarrance rendered to RGPC, primarily the provision of polling, issue analysis, voter identification and related services, in its ordinary course of business under commercially reasonable terms.

Tarrance acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical corporate debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. Tarrance will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to Tarrance by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and Tarrance agrees to accept fourteen thousand and five hundred (\$14,500) dollars in full settlement of the Debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

Tarrance agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC Tarrance knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which Tarrance or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with Tarrance's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. Tarrance agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this

Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as Tarrance is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases Tarrance, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with Tarrance. RGPC agrees never to commence, prosecute, or cause to be prosecuted against Tarrance any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against Tarrance which has not been released by this Agreement.

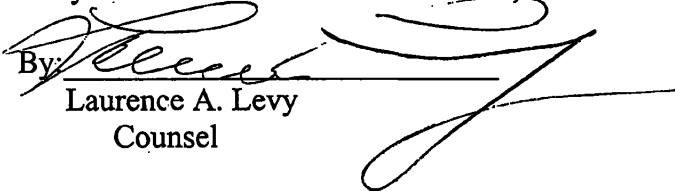
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that Tarrance shall have the right to seek payment of the Debt from RGPC.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

Agreed and Accepted:
The Tarrance Group, Inc.

By: 
Edward Goeas

Date: 2/10/10

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Taughannock Aviation Corp. Thompkin County Airport 66 Brown Road Ithaca, New York 14850	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	November 2007 -January 2008	\$210,307.00	\$115,500.00

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement.

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Larry A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

April 11, 2011

By FedEx

Mr. John Plume
Taughannock Aviation Corp.
66 Brown Road
Ithaca, New York 14850

Dear Mr. Plume:

This letter will set forth the Agreement between Taughannock Aviation Corp. ("AVIATION") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of two hundred ten thousand three hundred and seven (\$210,307) dollars (the "DEBT") owed by RGPC to AVIATION.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to AVIATION or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they can not reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the former candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

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BRACEWELL & GIULIANI

Mr. John Plume

April 11, 2011

Page 2

Whereas, AVIATION has made good faith efforts to collect from RGPC, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$210,307.00 which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that AVIATION rendered to RGPC, the provision of charter flight services, in its ordinary course of business under commercially reasonable terms.

AVIATION acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, AVIATION has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical corporate debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement, to the FEC as part of its submission prior to becoming a Terminating Committee. AVIATION will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to AVIATION by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and AVIATION agrees to accept one hundred and fifteen thousand, five hundred (\$115,500) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement if such is approved by the FEC.

AVIATION agrees to forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

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BRACEWELL & GIULIANI

Mr. John Plume

April 11, 2011

Page 3

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In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval and payment by RGPC, AVIATION knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which AVIATION or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with AVIATION's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. AVIATION agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as AVIATION is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases AVIATION, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with AVIATION. RGPC agrees never to commence, prosecute, or cause to be prosecuted against AVIATION any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against AVIATION which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that AVIATION shall have the right to seek payment of the Debt from RGPC.

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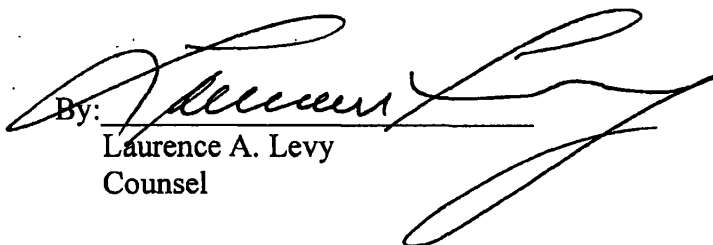
Mr. John Plume
April 11, 2011
Page 4

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

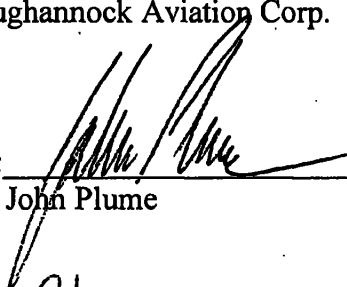
If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Taughannock Aviation Corp.

By: 
John Plume

April 21, 2011.

cc: Mark Kassner

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE

Rudy Giuliani Presidential Committee, Inc.

FEC I.D. NUMBER

C00430512

PAGE

OF

CREDITOR SUMMARY INFORMATION

(FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR

XO Communications LLC
14239 Collections Center Drive
Chicago, IL 60693

DATE INCURRED

December 2007
January 2008

AMOUNT OWED
TO CREDITOR

*\$11,139.65
See Addendum

AMOUNT
OFFERED IN
SETTLEMENT

*\$4,500.00
See Addendum

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION

(TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☐ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☐ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

DATE

ADDENDUM – XO COMMUNICATIONS LLC - C-00430512 (PART II)

Annexed is a signed Stipulation of Settlement between XO Communications LLC (“XO”) and The Rudy Giuliani Presidential Committee, Inc. (“RGPC”). The Parties through their outside counsel had negotiated and agreed to a settlement of the outstanding bills, totaling eleven thousand and one hundred thirty-nine dollars and sixty-five cents (\$11,139.65), as reported to the FEC for a payment of four thousand five hundred dollars (\$4,500.00). XO had provided data and telecommunications services to some branch offices for RGPC and the debt included early termination penalties. When the XO manager signed the Settlement Agreement, he agreed to the settlement amount, but changed the amount of the outstanding balance from eleven thousand and one hundred thirty-nine dollars and sixty-five cents (\$11,139.65) to fourteen thousand two hundred and twenty-five dollars and fourteen cents (\$14,225.14). RGPC disputes the additional amount as written by XO. However, because both sides agreed to the same settlement amount, thereby making the disputed difference a nullity, neither party has continued to pursue further resolution of the disputed amount on an account that was closed five years ago.

Please see the annexed Settlement Agreement.

13031080094

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
Kazakhstan
London

Larry Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglip.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

January 10, 2011

Ms. Barbara Jay
Associate Manager of Recovery
James, Stevens & Daniels
1283 College Park Drive
Dover, Delaware 19904

Dear Ms. Jay:

This letter will set forth the Agreement between XO Communications ("XO") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of eleven thousand one hundred and thirty nine dollars and sixty five ~~(\$11,139.65)~~ cents (the "DEBT") owed by RGPC to XO. *ON ACCOUNTS*

14,225.14 *004000000P39924 + 004000000 62563*
Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to XO or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they cannot reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since March of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission ("FEC"); and

Whereas, XO has made good faith efforts to collect from RGPC, including communications from the collections department and the retention of a law firm to initiate legal action in an effort to collect this debt, and is now willing to enter into an Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

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The Parties acknowledge the debt owed by RGPC is ~~\$11,139.65~~, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The Parties further acknowledge that RGPC's debt stems from services that XO rendered to RGPC, primarily the provision data and telecommunications services, in its ordinary course of business under commercially reasonable terms.

XO acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, XO has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement to the FEC as part of its submission prior to becoming a Terminating Committee. XO will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to XO. XO will join RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to pay and XO agrees to accept four thousand and five hundred (\$4,500) dollars in full settlement of the debt from RGPC as a commercially reasonable settlement, if such is approved by the FEC.

XO agrees to forbear for a commercially reasonable period any further collection efforts while RGPC tries to negotiate a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC, XO knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which XO or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with XO's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. XO agrees never to commence, prosecute or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as XO

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is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases XO, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with XO. RGPC agrees never to commence, prosecute, or cause to be prosecuted against XO any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against XO which has not been released by this Agreement.

The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that XO shall have the right to seek payment of the Debt from RGPC.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 

Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
XO Communications

By: 

Date: 10/26/11

1/21/11

PART 3B

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Mr. Eric Hatzimemos Executive Managing Director Giuliani Partners, LLC 1251 Avenue of the Americas, 49th Floor New York, NY 10020-1104 TYPE OF CREDITOR:	DATE INCURRED February 2008	AMOUNT OWED TO CREDITOR \$59,290.20	AMOUNT OFFERED IN SETTLEMENT \$26,681.00
--	--------------------------------	--	---

☐ INCORPORATED COMMERCIAL VENDOR ☒ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement.

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Laurence A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

Larry.Levy@bglip.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

June 6, 2013

Mr. Eric Hatzimemos
Executive Managing Director
Giuliani Partners, LLC
1251 Avenue of the Americas, 49th Floor
New York, NY 10020-1104

Dear Mr. Hatzimemos:

This letter will set forth the Agreement between Giuliani Partners, LLC ("GP") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of fifty-nine thousand, two hundred and ninety dollars and twenty cents (\$59,290.20) (the "DEBT") owed by RGPC to GP.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to GP or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they cannot reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since February of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission ("FEC"); and

Whereas, GP has made good faith efforts to collect from RGPC this debt, and is now willing to enter into an Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by RGPC is \$59,290.20, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The Parties further acknowledge that RGPC's debt stems from services that GP rendered to RGPC, primarily reimbursement for space or services provided in its ordinary course of business under commercially reasonable terms.

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Mr. Eric Hatzimemos

June 6, 2013

Page 2

GP acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. Moreover, because the candidate has an ownership interest in GP, it was determined that GP would accept payment on the same terms as commercial vendors negotiated in completely "arms-length" negotiations. The average of these settlements was forty-five percent (45%) of the outstanding amount, which amount is deemed acceptable by the Parties. As such, GP has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement to the FEC as part of its submission prior to becoming a Terminating Committee. GP will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to GP. GP will join RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC has completed settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC therefore agrees to pay and GP agrees to accept twenty-six thousand, six hundred and eighty-one dollars (\$26,681.00), in full settlement of the debt from RGPC, as a commercially reasonable settlement equal to forty-five percent (45%) of the outstanding balance, if such is approved by the FEC.

GP agrees to forbear for a commercially reasonable period any further collection efforts while RGPC submits the debt settlement plan for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC, GP knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which GP or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with GP's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. GP agrees never to commence, prosecute or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as GP is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

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Mr. Eric Hatzimemos

June 6, 2013

Page 3

(B) RGPC releases GP, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with GP. RGPC agrees never to commence, prosecute, or cause to be prosecuted against GP any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against GP which has not been released by this Agreement.

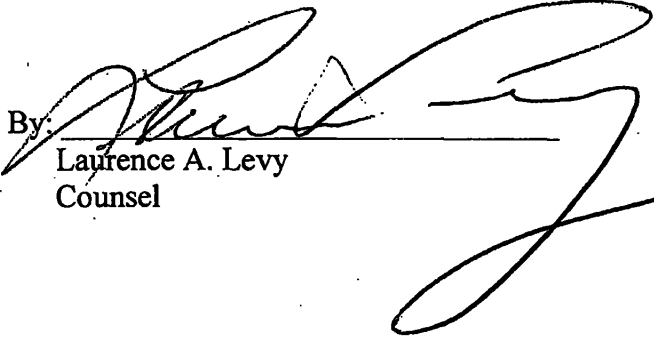
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that GP shall have the right to seek payment of the Debt from RGPC.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Giuliani Partners, LLC



By: Mr. Eric Hatzimemos

Date: June 6, 2013

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Mr. John Huvane Chief Operating Officer Giuliani Security & Safety, LLC 1251 Avenue of the Americas, 49th Floor New York, NY 10020-1104 TYPE OF CREDITOR:	DATE INCURRED February 2008	AMOUNT OWED TO CREDITOR \$141,643.70	AMOUNT OFFERED IN SETTLEMENT \$63,740.00
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☐ INCORPORATED
COMMERCIAL VENDOR ☒ UNINCORPORATED
COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement.

DATE

BRACEWELL & GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Laurence A. Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

Larry.Levy@bgllp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1104

June 5, 2013

Mr. John Huvane
Chief Operating Officer
Giuliani Security & Safety, LLC
1251 Avenue of the Americas, 49th Floor
New York, NY 10020-1104

Dear Mr. Huvane:

This letter will set forth the Agreement between Giuliani Security & Safety, LLC ("GSS") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of one hundred and forty-one thousand, six hundred and forty-three dollars and seventy cents (\$141,643.70) (the "DEBT") owed by RGPC to GSS.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to GSS or its other outstanding debts; and

Whereas, the Parties want to avoid the cost and delay attendant to litigation if they cannot reach a reasonable settlement or other agreement; and

Whereas, the principle funds available to pay RGPC's debts since February of 2008 have come from the voluntary contributions or personal loans of the candidate; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission ("FEC"); and

Whereas, GSS has made good faith efforts to collect from RGPC this debt, and is now willing to enter into an Agreement with RGPC, conditioned upon RGPC presenting this Agreement to and receiving approval of the FEC for such settlement and thereafter making the payment in this Agreement within ten (10) business days of FEC approval;

Now therefore

The Parties acknowledge the debt owed by RGPC is \$141,643.70, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The Parties further acknowledge that RGPC's debt stems from services that GSS rendered to RGPC, primarily the provision of security services provided in its ordinary course of business under commercially reasonable terms.

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BRACEWELL & GIULIANI

Mr. John Huvane

June 5, 2013

Page 2

GSS acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. Moreover, because the candidate has an ownership interest in GSS, it was determined that GSS would accept payment on the same terms as commercial vendors negotiated in completely "arms-length" negotiations. The average of these settlements was forty-five percent (45%) of the outstanding amount, which amount is deemed acceptable by the Parties. As such, GSS has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to present this Agreement to the FEC as part of its submission prior to becoming a Terminating Committee. GSS will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to GSS. GSS will join RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a Terminating Committee.

RGPC has completed settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a Terminating Committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC therefore agrees to pay and GSS agrees to accept sixty-three thousand, seven hundred and forty dollars and (\$63,740.00), in full settlement of the debt from RGPC, as a commercially reasonable settlement equal to forty-five percent (45%) of the outstanding balance, if such is approved by the FEC.

GSS agrees to forbear for a commercially reasonable period any further collection efforts while RGPC submits the debt settlement plan for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then:

(A) Effective upon such approval and payment by RGPC, GSS knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which GSS or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with GSS's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. GSS agrees never to commence, prosecute or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as GSS is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

BRACEWELL & GIULIANI

Mr. John Huvane
June 5, 2013
Page 3

(B) RGPC releases GSS, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with GSS. RGPC agrees never to commence, prosecute, or cause to be prosecuted against GSS any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against GSS which has not been released by this Agreement.

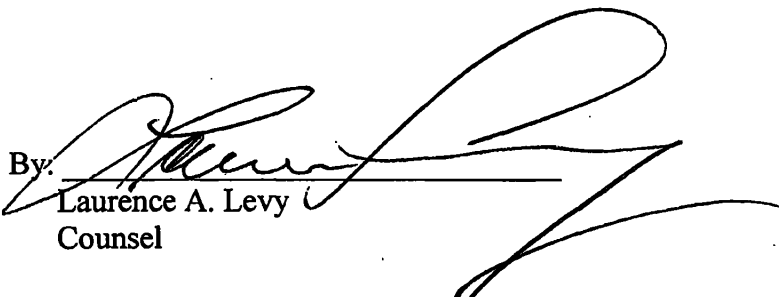
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that GSS shall have the right to seek payment of the Debt from RGPC.

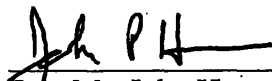
The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

AGREED AND ACCEPTED:
Giuliani Security & Safety, LLC


By: Mr. John Huvane

Date: June 6, 2013

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR ACT Teleconferencing, Inc. (Note Changed Address for Correspondence) Corporate Headquarters 1526 Cole Boulevard, Suite 300 Golden, Colorado 80401	DATE INCURRED December 2007 - January 2008	AMOUNT OWED TO CREDITOR *\$14,468.99 *See Annexed Addendum	AMOUNT OFFERED IN SETTLEMENT *See Annexed Addendum
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TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

ACT TELECONFERENCING, INC. (PART II)

ACT Teleconferencing, Inc. ("ACT") provided teleconferencing services to The Rudy Giuliani Presidential Committee, Inc. ("RGPC") in the ordinary course of its business services. Company representatives attempted to collect the debt, which RGPC couldn't satisfy due to a lack of funds. In 2009, ACT turned the matter over to an attorney, who threatened to initiate a litigation against RGPC. During negotiations, a mutual mistake was made of referring to the debt as twenty-four thousand four hundred and ninety-five dollars and fifteen cents (\$24,495.15), instead of twenty-four thousand four hundred and sixty-eight dollars and ninety-nine cents (\$24,468.99), which was the actual debt shown in RGPC records and reported to the FEC. ACT's counsel insisted upon receiving payment within days of agreeing to a settlement amount, as a critical element of a settlement, refusing to wait for RGPC to present the Settlement Agreement to the FEC.

In August of 2009, we reached the annexed Settlement Agreement, requiring RGPC to pay ten thousand dollars (\$10,000.00), which payment was promptly made. As detailed in the annexed Agreement, RGPC showed the amount which had been compromised, fourteen thousand four hundred and sixty-eight dollars and ninety-nine cents (\$14,468.99), as a continuing debt, subject to the FEC's approval of the Settlement Agreement. In simplest terms, RGPC paid approximately forty percent (40%) of the outstanding balance in order to settle the dispute, while obligating itself to pay the remainder if the FEC does not approve the Settlement Agreement. As such, in Part II of the Debt Settlement Plan, it appears to offer ACT nothing to compromise the remaining debt, whereas ACT had already accepted and received ten thousand dollars (\$10,000.00) in full settlement of RGPC's outstanding obligations to ACT.

Please see annexed Settlement Agreement.

HOLTZMAN VOGEL PLLC
Attorneys at Law

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

August 4, 2009

ACT Teleconferencing, Inc
Coleen Irwin, Attorney
Corporate Headquarters
1526 Cole Boulevard (suite 300)
Golden, Colorado 80401

Dear Ms. Irwin;

This letter will set forth the Agreement between ACT Teleconferencing, Inc. ("ACT") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), collectively the Parties, regarding the outstanding debt of twenty four thousand four hundred and ninety five dollars and fifteen (\$24,495.15) cents owed by RGPC to ACT.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded very few contributions in amounts inadequate to pay the debt to ACT or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with ACT; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, ACT has made good faith efforts to collect from RGPC, including referring this matter to legal counsel to seek collection and is willing to enter into a Agreement with RGPC, conditioned upon RGPC making a good faith payment within

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five (5) business days of this Agreement and ultimately receiving approval of the FEC for such settlement; Now

The Parties acknowledge the debt owed by the Rudy Giuliani Presidential Committee, Inc. ("RGPC"); a New York State corporation is \$24,495.15, as reported in the RGPC financial filings with the Federal Election Commission ("FEC"). The parties further acknowledge that RGPC's debt stems from services that ACT rendered to RGPC in its ordinary course of business under commercially reasonable terms.

ACT acknowledges that it has treated RGPC's debt in a commercially reasonable manner by, for instance, referring the matter to an attorney with expertise in commercial debt collection. As such, ACT has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

ACT agrees to accept a payment of ten thousand (\$10,000) dollars within five business days of executing this Agreement as a partial payment and that it will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding debt to ACT by joining RGPC is presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors RGPC continues to have financial obligations to as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$10,000 to ACT to the FEC in the normal course of business and to report the remaining fourteen thousand four hundred and ninety five dollars and fifteen (\$14,495.15) cents as outstanding debt.

ACT acknowledge that it is not cancelling or forgiving the debt rather it is accepting the \$10,000 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC and prepares for proper committee termination under FEC rules.

ACT knowingly and voluntarily releases and forever discharges RGPC, it's Board, employees, and its parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which ACT or its heirs, executors, administrators, representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with ACT's contract with RGPC to provide teleconferencing services. This Agreement, including the Consideration paid and the Release given is a

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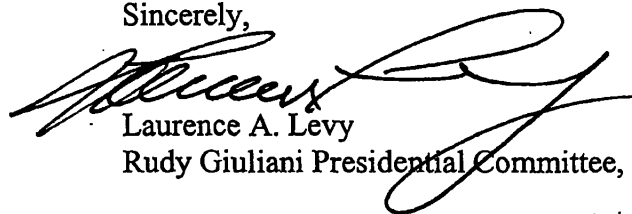
compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. ACT agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as ACT is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement, except that this paragraph is subject to the required approval of the FEC referenced below.

The aforementioned terms of this letter Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement. However, the aforementioned provision notwithstanding should the FEC determine that this Agreement does not fully comport with the FEC's standards for settling disputed debt then the Parties agree that ACT will keep the payment made pursuant to this Agreement and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to ACT. In simple terms RGPC will assume the risk with regard to FEC action and solely with respect to such action.

The signatories below represent that each is an authorized representative of a Party and by signing below is authorized to bind the Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,


Laurence A. Levy
Rudy Giuliani Presidential Committee, Inc.

Agreed and Accepted:

ACT Teleconferencing, Inc.

By 

Print name: Jennie McQuade

Date: 6 August 2009

13031080114

DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE	FEC I.D. NUMBER	PAGE	OF
Rudy Giuliani Presidential Committee, Inc.	C00430512		

CREDITOR SUMMARY INFORMATION

(FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
Chris Mottola Consulting, Inc. 1382 Lafayette Street Cape May, New Jersey 08204	Late 2007- Early 2008	*\$41,890.64 *See Annexed Addendum	See Annexed Addendum

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Addendum and Settlement Agreement.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Addendum and Settlement Agreement.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Addendum and Settlement Agreement.

CREDITOR SECTION

(TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Addendum and Settlement Agreement.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Addendum and Settlement Agreement.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE  See Annexed Addendum and Settlement Agreement.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

CHRIS MOTTOLA CONSULTING, INC. (PART II)

Chris Mottola Consulting, Inc. (“Mottola”) was retained by The Rudy Giuliani Presidential Committee, Inc. (“RGPC”) in 2007 to provide campaign consulting, media consulting, including scripting and production, for broadcast electronic advertising, and related services. In January of 2008, shortly before the candidate withdrew from the election, Mottola sent new invoices for approximately \$97,000. RGPC no longer had sufficient funds to pay the invoices.

Mottola attempted to collect the balance due, through the Treasurer of RGPC, former high level staff of RGPC and Counsel. Mottola demanded immediate payment, which RGPC could not make. In March of 2010, Mottola instituted litigation against RGPC in the Superior Court of New Jersey, Cape May County. Thereafter, the attorneys representing Mottola and RGPC initiated new settlement discussions. In June of 2010, the Parties agreed to the annexed Settlement Agreement, which required RGPC to immediately pay fifty-six thousand dollars (\$56,000), representing fifty-seven percent (57%) of the debt, and for Mottola to withdraw the litigation. The annexed Settlement Agreement, also required RGPC to report the compromised forty-one thousand eight hundred and ninety dollars and sixty-four cents (\$41,890.64), as a continuing debt, which would be cancelled only if accepted by the FEC.

Currently, the Debt Settlement Plan, Part II, for Mottola, may appear as if nothing is being offered to settle the debt, whereas, as explained in the annexed Settlement Agreement, Mottola received and accepted fifty-six thousand dollars (\$56,000.00) in satisfaction of the acknowledged debt. We note the funds to pay the settlement was provided by the candidate from his personal assets:

Both the payment and the compromised debt have been reported to the FEC in the regular course of business.

Please see annexed Settlement Agreement.

BRACEWELL
& GIULIANI

New York
Connecticut
Texas
Washington, DC
Kazakhstan
London

Larry Levy
Counsel

212.938.6403 Office
212.938.3878 Fax

larry.levy@bglp.com

Bracewell & Giuliani LLP
1251 Avenue of the Americas
New York, New York 10020

June 18, 2010

By FedEx

Chris Mottola Consulting, Inc.
1382 Lafayette Street
Cape May, NJ 08204

Re: Rudy Giuliani Presidential Committee, Inc.
Settlement Agreement

Dear Mr. Mottola:

This letter will set forth the Agreement between Chris Mottola Consulting, Inc. ("MOTTOLA") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), collectively the Parties, regarding the outstanding debt of ninety seven thousand eight hundred and ninety dollars and sixty four cents (\$97,890.64)¹ owed by RGPC to MOTTOLA.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded very few contributions in amounts inadequate to pay the debt to MOTTOLA or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with MOTTOLA; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, MOTTOLA has made good faith efforts to collect from RGPC, including referring this matter to outside legal counsel and the filing of a lawsuit in the Superior Court of New Jersey under Docket Number CPML 202-10 to seek collection.

¹ For the purposes of this settlement, the Parties agree to this figure as reported by RGPC, however Mottola's records indicate the outstanding debt to be \$89,184.25.

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BRACEWELL & GIULIANI

Chris Mottola Consulting, Inc.

June 18, 2010

Page 2

Whereas, MOTTOLA is willing to enter into an Agreement with RGPC to settle the lawsuit conditioned upon RGPC making a good faith payment within ten (10) business days of this Agreement and ultimately receiving approval of the FEC for such settlement; Now

The Parties acknowledge the debt owed by the Rudy Giuliani Presidential Committee, Inc. ("RGPC"); a New York State corporation is \$97,890.64, as reported in the RGPC financial filings with the Federal Election Commission ("FEC"). The parties further acknowledge that RGPC's debt stems from services that MOTTOLA rendered to RGPC in its ordinary course of business under commercially reasonable terms.

MOTTOLA acknowledges that it has treated RGPC's debt in a commercially reasonable manner, including referring the matter to an attorney with expertise in commercial debt collection and instituting a lawsuit against RGPC. As such, MOTTOLA has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor.

MOTTOLA agrees to accept a payment of fifty six thousand (\$56,000) dollars within ten business days of executing this Agreement as payment and that it will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding debt to MOTTOLA by joining RGPC is presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors RGPC continues to have financial obligations to as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$56,000 to MOTTOLA to the FEC in the normal course of business and to report the remaining forty one thousand eight hundred and ninety dollars and sixty four (\$41,890.64) cents as outstanding debt.

RGPC releases all claims against MOTTOLA of any nature and agrees never to commence, prosecute, or cause to be prosecuted against MOTTOLA any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against MOTTOLA which has not been released by this Agreement.

BRACEWELL & GIULIANI

Chris Mottola Consulting, Inc.

June 18, 2010

Page 3

MOTTOLA acknowledge that it is settling the debt by accepting the \$56,000 as a good faith payment subject only to final FEC approval. In the interim, MOTTOLA will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC and prepares for proper committee termination under FEC rules.

Effective upon receipt of \$56,000 from RGPC, MOTTOLA knowingly and voluntarily releases and forever discharges RGPC, its Board, employees, and its parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which MOTTOLA or its heirs, executors, administrators, representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with MOTTOLA's contract with RGPC to provide Consulting and media services.

This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. MOTTOLA agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as MOTTOLA is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement, except that this paragraph is subject to the required approval of the FEC referenced below.

The aforementioned terms of this letter Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement. However, the aforementioned provision notwithstanding should the FEC determine that this Agreement does not fully comport with the FEC's standards for settling disputed debt then the Parties agree that MOTTOLA will keep the payment made pursuant to this Agreement and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to MOTTOLA. Simply put, RGPC will assume the risk with regard to FEC action and solely with respect to such action.

BRACEWELL & GIULIANI

Chris Mottola Consulting, Inc.

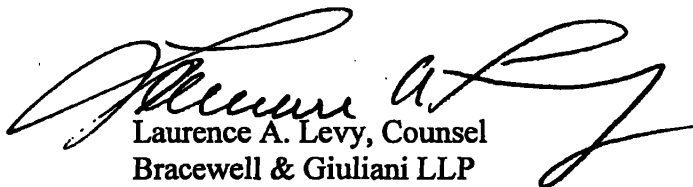
June 18, 2010

Page 4

The signatories below represent that each is an authorized representative of a Party and by signing below is authorized to bind the Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,



Laurence A. Levy, Counsel
Bracewell & Giuliani LLP
Rudy Giuliani Presidential Committee, Inc.

Agreed and Accepted:

Chris Mottola Consulting, Inc.

By: 

Print name: Christopher P. Mottola

Date: 6/23/10

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR CitationShares Management LLC 5 American Lane Greenwich, CT 06831	DATE INCURRED October 2007	AMOUNT OWED TO CREDITOR \$10,967.85 *See Annexed Addendum	AMOUNT OFFERED IN SETTLEMENT *See Annexed Addendum
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TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

Company provided an emergency replacement for a disabled charter plane on October 10, 2007. After an initial dispute regarding the responsible party, the Committee or the original charter operator, RGPC made partial payment in late 2008. Thereafter, the Company attempted to collect the balance, ultimately turning the matter over to its attorney for possible litigation.

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE
➤ See Annexed Settlement Agreement and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

CITATIONSHARES MANAGEMENT LLC (PART II)

CITATIONSHARES Management LLC (“Citation”), agreed after protracted negotiations to settle its claim against The Rudy Giuliani Presidential Committee, Inc. (“RGPC”) in October of 2009. As a condition of the Settlement Agreement, RGPC paid seven thousand two hundred dollars (\$7,200.00) in settlement, of the eighteen thousand one hundred and sixty-seven dollars and eighty-five cents (\$18,167.85) owed, leaving a balance of ten thousand nine hundred and sixty-seven dollars and eighty-five cents (\$10,967.85). The payment and remaining amount were reported to the FEC by RGPC. Pursuant to the Settlement Agreement, Citation agreed to accept the one-time payment of forty percent (40%) of the outstanding balance, with the understanding that if the Settlement is approved by the FEC nothing more is due and owing. However, if the FEC does not approve the Settlement Agreement, the compromised debt, which continues to be reported as debt, will be due and owing.

Citation would not agree to the Settlement unless the seven thousand and two hundred dollars (\$7,200.00) was paid, within seven (7) days of the Settlement being finalized, which funds were provided by the former candidate from his personal assets. As such, Form II appears to indicate the debt of ten thousand nine hundred and sixty-seven dollars and eighty-five cents (\$10,967.85), with no offer to settle, whereas, the agreed settlement amount of seven thousand and two hundred dollars (\$7,200.00) has already been paid.

Please see the annexed and agreed Settlement Agreement.

HOLTZMAN VOGEL PLLC
Attorneys at Law

October 15, 2009

Philip A. Marraccini, Esq.
General Counsel
Chief Compliance Officer
CitationShares Management LLC
5 American Lane
Greenwich, CT 06831

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

Dear Mr. Marraccini;

This letter will set forth the Agreement between CitationShares Management LLC, DBA Citation Shares ("CITATION") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of eighteen thousand one hundred sixty-seven dollars and eighty five cents (\$18,167.85) (the "DEBT") owed by RGPC to CITATION.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to CITATION or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with CITATION; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, CITATION has made good faith efforts to collect from RGPC, including referring this matter to its finance department that has attempted to collect this debt, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC making a good faith payment within seven (7) business days of this Agreement and ultimately receiving approval of the FEC for such settlement;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$18,167.85, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that CITATION rendered to RGPC, primarily the chartering of aircraft, in its ordinary course of business under commercially reasonable terms.

CITATION acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such,

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CITATION has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to make and CITATION agrees to accept a payment of seven thousand two hundred dollars (\$7,200.00) (the "Settlement Payment") within seven business days of executing this letter agreement, as a partial payment. CITATION will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to CITATION by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$7,200.00 to CITATION to the FEC in the normal course of business and to report the remaining ten thousand nine hundred and sixty seven dollars and eighty five (\$10,967.85) cents as outstanding debt.

CITATION acknowledges that it is not cancelling or forgiving the Debt rather it is accepting the \$7,200.00 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval CITATION knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which CITATION or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with CITATION's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. CITATION agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as CITATION is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

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(B) RGPC releases CITATION, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with CITATION. RGPC agrees never to commence, prosecute, or cause to be prosecuted against CITATION any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against CITATION which has not been released by this Agreement.

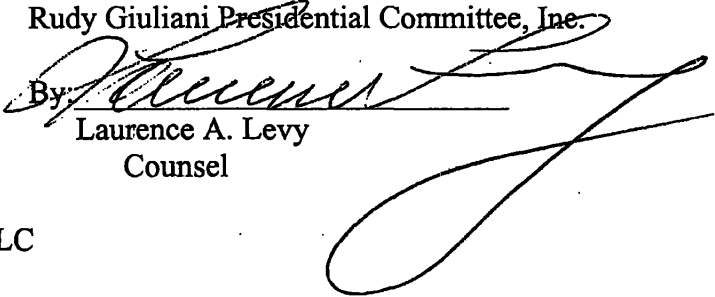
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that CITATION shall have the right to retain the Settlement Payment and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to CITATION. Simply put RGPC will assume the risk and agrees to be bound by any such FEC direction.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.

By: 
Laurence A. Levy
Counsel

Agreed and Accepted:
CITATION SHARES MANAGEMENT LLC

By: 

Print name: STEVEN F. O'NEILL

Date: 10-20-09

Title: PRESIDENT

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR McGraw Communications 228 East 45th Street (12th Floor) New York, NY 10017	DATE INCURRED December 2007 - March 2008	AMOUNT OWED TO CREDITOR *\$27,920.55 *See Annexed Addendum	AMOUNT OFFERED IN SETTLEMENT See Annexed Addendum
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TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

MCGRAW COMMUNICATIONS (PART II)

The Rudy Giuliani Presidential Committee, Inc. ("RGPC") contracted with McGraw Communications ("McGraw") in 2007 to provide phone and data service to various campaign field office locations. In early February 2008, the candidate withdrew, requiring RGPC to close its field offices, and cancel McGraw's services. Thereafter, McGraw sent final invoices, which primarily consisted of very significant early termination penalty charges.

McGraw and RGPC communicated in efforts to resolve the outstanding debt, ultimately reaching a Settlement Agreement, which is annexed hereto, in September of 2009. At that time, RGPC owed McGraw forty-six thousand nine hundred and twenty dollars and fifty-five cents (\$46,920.55), which it reported to the FEC in the normal course of business. As a condition of the Settlement Agreement, negotiated with McGraw's Collections Manager and Attorney, RGPC agreed to pay nineteen thousand dollars (\$19,000.00), within five (5) business days, and McGraw agreed to compromise the remaining twenty-seven thousand nine hundred and twenty dollars and fifty-five cents (\$27,920.55) debt. The timely payment of the settlement amount was a critical element of the settlement. Both the payment and the remaining debt were reported to the FEC in the normal course of business. By its terms, the Settlement Agreement required RGPC to report the compromised amount as debt, until and unless the FEC approves The Debt Settlement Plan.

The Part II of The Debt Settlement Plan for RGPC and McGraw, appears to show a debt of twenty-seven thousand nine hundred and twenty dollars and fifty-five cents (\$27,920.55), with no offered settlement amount, whereas, RGPC paid, and McGraw accepted, forty percent (40%) of the then debt, subject to final FEC approval. Absent such approval, RGPC will continue to report the debt, and continue to have a liability to McGraw.

As with all the settlements to date, funding for the Settlement was provided from the personal assets of the candidate. We note, because RGPC was organized and operated as a corporate entity, the candidate has no legal obligation to make any such payments.

Please see annexed Settlement Agreement.

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September 14, 2009

Patricia Chute
Collections Manager
McGraw Communications
228 East 45th Street (12th floor)
New York, NY 10017

Dear Ms. Chute;

This letter will set forth the Agreement between McGraw Communications ("MCGRAW") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), collectively the Parties, regarding the outstanding debt of forty six thousand nine hundred and twenty dollars and fifty five (\$46,920.55) cents owed by RGPC to MCGRAW.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded very few contributions in amounts inadequate to pay the debt to MCGRAW or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with MCGRAW; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, MCGRAW has made good faith efforts to collect from RGPC, including referring this matter to a collection manager who has repeatedly sought collection and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC making a good faith payment within five (5) business days of this Agreement and ultimately receiving approval of the FEC for such settlement; Now

The Parties acknowledge the debt owed by the Rudy Giuliani Presidential Committee, Inc. ("RGPC"); a New York State corporation is \$46,920.55, which amount will be reported in the normal course of business in the next RGPC financial filings with the Federal Election Commission ("FEC"). The parties further

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acknowledge that RGPC's debt stems from services that MCGRAW rendered to RGPC, including substantial early termination fees, in its ordinary course of business under commercially reasonable terms.

MCGRAW acknowledges that it has treated RGPC's debt in a commercially reasonable manner by, for instance, referring the matter to a collection manager with expertise in commercial debt collection. As such, MCGRAW has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

MCGRAW agrees to accept a payment of nineteen thousand (\$19,000) dollars within five business days of executing this Agreement as a partial payment and that it will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding debt to MCGRAW by joining RGPC is presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors RGPC continues to have financial obligations to as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$19,000 to MCGRAW to the FEC in the normal course of business and to report the remaining twenty seven thousand nine hundred and twenty dollars and fifty five (\$27,920.55) cents as outstanding debt.

MCGRAW acknowledge that it is not cancelling or forgiving the debt rather it is accepting the \$19,000 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC and prepares for proper committee termination under FEC rules.

Effective upon receipt of \$19,000 from RGPC, MCGRAW knowingly and voluntarily releases and forever discharges RGPC, it's Board, employees, and its parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which MCGRAW or its heirs, executors, administrators, representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with MCGRAW's contract with RGPC to provide Consulting and phone calling services. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. MCGRAW agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this

Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as MCGRAW is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement, except that this paragraph is subject to the required approval of the FEC referenced below.

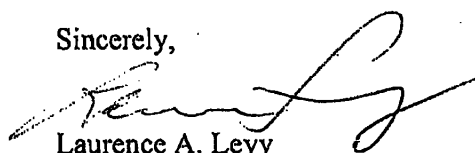
RGPC releases all claims against MCGRAW of any nature and agrees never to commence, prosecute, or cause to be prosecuted against MCGRAW any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against MCGRAW which has not been released by this Agreement, except that this paragraph is subject to the required approval of the FEC referenced below.

The aforementioned terms of this letter Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement. However, the aforementioned provision notwithstanding should the FEC determine that this Agreement does not fully comport with the FEC's standards for settling disputed debt then the Parties agree that MCGRAW will keep the payment made pursuant to this Agreement and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to MCGRAW. Simply put RGPC will assume the risk with regard to FEC action and solely with respect to such action.

The signatories below represent that each is an authorized representative of a Party and by signing below is authorized to bind the Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,



Laurence A. Levy
Rudy Giuliani Presidential Committee, Inc.

Agreed and Accepted:

McGraw Communications,

By 

Print name: R. Perlene

Date: 7/21/09

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Upstream Communications 1609 Shoal Creek, #203 Austin, TX 78701	DATE INCURRED November 2007 January 2008	AMOUNT OWED TO CREDITOR *\$10,900.00 *See Annexed Addendum	AMOUNT OFFERED IN SETTLEMENT See Annexed Addendum
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TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

UPSTREAM COMMUNICATIONS (PART II)

The Rudy Giuliani Presidential Committee, Inc. ("RGPC") contracted with Upstream Communications ("Upstream") in 2007, primarily for the provision of computer web services. In February of 2008, when the candidate withdrew and RGPC could no longer raise funds, except to pay debt, it could not pay all the outstanding bills. RGPC made some payments to Upstream, however, by November of 2009, the balance owed was at twenty-one thousand, one hundred and fifty dollars (\$21,150.00). Upstream started pushing hard to receive payment, and initiated settlement discussions with RGPC.

In December of 2009, the Parties agreed to settle the debt, which settlement required RGPC to immediately pay ten thousand two hundred and fifty dollars (\$10,250.00), representing forty-eight percent (48%) of the outstanding balance, and to report the compromised ten thousand nine hundred dollars (\$10,900.00) as a continuing debt. Further, if the FEC approves the Settlement Agreement, RGPC's obligations to Upstream will be satisfied. However, if the FEC doesn't approve the Settlement Agreement, RGPC will continue to owe Upstream ten thousand nine hundred dollars (\$10,900.00).

As a result of this agreement, the Form II only shows the remaining ten thousand nine hundred dollars (\$10,900.00), and appears as if RGPC is offering nothing, whereas, in reality, RGPC paid, and Upstream accepted, ten thousand two hundred and fifty dollars (\$10,250.00), representing forty-eight percent (48%) of the then outstanding debt, in full settlement.

As with all the settlements to date, funding for the Settlement was provided from the personal assets of the candidate. We note, because RGPC was organized and operated as a corporate entity, the candidate has no legal obligation to make any such payments.

Please see annexed Settlement Agreement.

1177 Avenue of the Americas

19th Floor

New York, NY 10036

p/212-938-6403

f/212-938-3878

December 2, 2009

Jon Massengale
Chief Operating Officer
Upstream Communications
1609 Shoal Creek #203
Austin, TX 78701

Dear Mr. Massengale,

This letter will set forth the Agreement between UPSTREAM Communications ("UPSTREAM") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), a New York State corporation, collectively the Parties, regarding the outstanding debt of twenty one thousand one hundred and fifty (\$21,150.00) dollars (the "DEBT") owed by RGPC to UPSTREAM.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to UPSTREAM or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with UPSTREAM; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, UPSTREAM has made good faith efforts to collect from RGPC, including repeated communications from the chief operating officer to various parties attempting to collect this debt, and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC making a good faith payment within seven (7) business days of this Agreement and ultimately receiving approval of the FEC for such settlement;

Now therefore

The Parties acknowledge the debt owed by the RGPC is \$21,150.00, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from

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services that UPSTREAM rendered to RGPC, primarily the provision of computer web services, in its ordinary course of business under commercially reasonable terms.

UPSTREAM acknowledges that it has treated RGPC's debt in a commercially reasonable manner and consistent with its general business practices. As such, UPSTREAM has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC agrees to make and UPSTREAM agrees to accept a payment of ten thousand two hundred and fifty (\$10,250.00) dollars (the "Settlement Payment") within seven business days of executing this letter agreement, as a partial payment. UPSTREAM will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to UPSTREAM by joining RGPC in presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$10,250.00 to UPSTREAM to the FEC in the normal course of business and to report the remaining ten thousand nine hundred (\$10,900.00) dollars as outstanding debt.

UPSTREAM acknowledges that it is not cancelling or forgiving the Debt rather it is accepting the \$10,250.00 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval UPSTREAM knowingly and voluntarily releases and forever discharges RGPC, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undiscovered, against the Released Party, which UPSTREAM or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with UPSTREAM's contract with RGPC. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. UPSTREAM agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said

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Agreement, as UPSTREAM is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases UPSTREAM, its Board, parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents (collectively and individually the "Releasee"), of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Releasee, which RGPC or its representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with RGPC's contract with UPSTREAM. RGPC agrees never to commence, prosecute, or cause to be prosecuted against UPSTREAM any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against UPSTREAM which has not been released by this Agreement.

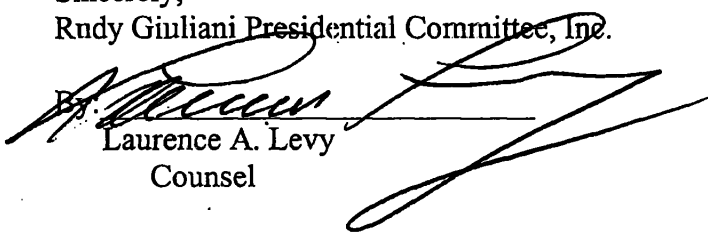
The aforementioned terms of this Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

However, the aforementioned provision notwithstanding, should the FEC not approve the Settlement Agreement and/or terms of this Agreement then the Parties agree that UPSTREAM shall have the right to retain the Settlement Payment and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to UPSTREAM. Simply put RGPC will assume the risk and agrees to be bound by any such FEC direction.

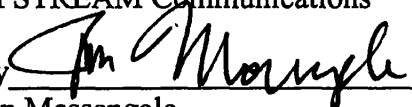
The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,
Rudy Giuliani Presidential Committee, Inc.


Laurence A. Levy
Counsel

Agreed and Accepted:
UPSTREAM Communications

By 
Jon Massengale
Title: Chief Operating Officer

Date: 12-7-09

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR Verizon Wireless P.O. Box 408 Newark, NJ 07101	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	November 2007 January 2008	*\$236,045.23 *See Annexed Addendum	See Annexed Addendum

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreements and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreements and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreements and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreements and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreements and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE  See Annexed Settlement Agreements and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

VERIZON WIRELESS (PART II)

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In 2007, The Rudy Giuliani Presidential Committee, Inc. ("RGPC") contracted with Verizon Wireless ("Verizon") for the provision of hundreds of cell phones and wireless phone plans for distribution to staff and volunteers. In February of 2008, when the candidate withdrew, RGPC moved to cancel the phone service, or to have another entity take over the contract. RGPC contacted various entities, including other candidates and Party Committees, without success. It then cancelled all the contracts, resulting in huge six-figure termination fee penalties. By early November of 2009, Verizon was pressuring RGPC to settle its debt, which stood at three hundred and ninety-six thousand, forty-five dollars, and twenty-three cents (\$396,045.23) or it would institute a law suit to collect its debt, thereby diverting scant resources to legal fees and costs attendant to a litigation.

In December of 2009, RGPC entered into the annexed Settlement Agreement, dated June 15, 2009, which required RGPC to immediately pay Verizon one hundred and fifty thousand dollars (\$150,000.00), and to report said payment to the FEC. The Settlement Agreement acknowledged that RGPC assumed the risk that if the FEC didn't ultimately approve the debt settlement, RGPC would still owe the entire balance to Verizon, which amount would be reported to the FEC as a debt obligation in the normal course of business. The Settlement Agreement, which was the first significant settlement RGPC negotiated with a large global corporation, contained a unique clause. The clause required RGPC to attempt to settle with its other vendors and to report to Verizon the percentage of the outstanding debt each settlement represented. Thereafter, RGPC would make an additional payment of approximately \$8,400.00 to \$48,000.00 to ensure that Verizon's settlement percentage was commensurate with the percentage other vendors settled for..

By January of 2010, RGPC had not raised any additional funds, other than funds provided by the former candidate, and had not completed settlements with all the other vendors. However, at that point in time, settlements were averaging approximately forty percent (40%) of the total debt. Verizon pressed to get resolution, agreeing to compromise the remaining debt, subject to FEC approval, for the immediate payment of an additional ten thousand dollars

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(\$10,000.00). The Settlement Agreement, dated January 25, 2010, contained the above terms and resulted in RGPC paying Verizon forty percent (40%) of the outstanding balance, which balance primarily represented early termination fees.

The annexed Form II reports the debt to Verizon as two hundred and thirty-six thousand and forty-five dollars and twenty-three cents (\$236,045.23), as RGPC has reported to the FEC since the January 2010 Settlement Agreement. While Form II may appear as if RGPC is not offering any funds in settlement, in reality, RGPC has paid Verizon one hundred and sixty thousand dollars (\$160,000.00), in funds provided by the former candidate from his personal assets, in an arm's length negotiated settlement of RGPC's obligations to Verizon. Moreover, RGPC has accepted the risk that if the Settlement Agreement is not approved by the FEC, it will continue to owe the reported debt to Verizon.

Please see annexed Settlement Agreements.

HOLTZMAN VOGEL PLLC
Attorneys at Law

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

June 15, 2009

Verizon Wireless
Kelly Chambers, Senior Collector
Receivable Management Services
340 Interstate N Parkway, Suite 200
Atlanta, GA 30339

By Fax: 770-612-7827

Dear Ms. Chambers;

This letter will set forth the Agreement between Verizon Wireless and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), collectively the Parties, regarding the outstanding debt of three hundred and ninety six thousand and forty five dollars and twenty three (\$396,045.23) cents owed by RGPC to Verizon Wireless.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded very few contributions in amounts inadequate to pay the Verizon Wireless debt or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with Verizon Wireless; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

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Whereas, Verizon Wireless has made good faith efforts to collect from RGPC and is willing to enter into a conditional Agreement with RGPC conditioned upon RGPC making a good faith partial payment within five (5) business days of this Agreement; Now

The Parties acknowledge the debt owed by the Rudy Giuliani Presidential Committee, Inc. ("RGPC"); a New York State corporation is \$396,045.23, as reported in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that Verizon Wireless rendered to RGPC in its ordinary course of business under commercially reasonable terms.

Verizon Wireless acknowledges that it has treated RGPC's debt in a commercially reasonable manner by, for instance, referring the matter to a commercial debt collection service. As such, Verizon Wireless has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

Verizon Wireless agrees to accept a payment of one hundred and fifty thousand (\$150,000) dollars within five business days of executing this Agreement as a partial payment and that it will cooperate with RGPC in supporting a settlement of the outstanding debt to Verizon Wireless at an amount between 40 and 50% of the current debt amount of \$396,045.23, if such settlement is specifically and formally approved by the approved by the FEC. As such, Verizon Wireless agrees to accept an additional amount of between \$8,418 and \$48,022 in full settlement of the outstanding debt of RGPC, subject to the FEC's specific and formal approval of the settlement.

RGPC agrees to initiate settlement negotiations with other vendors RGPC continues to have financial obligations to as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$150,000 to Verizon Wireless to the FEC in the normal course of business and to report the remainder of the \$396,045.23 as outstanding debt.

Verizon Wireless acknowledge that it is not cancelling or forgiving the debt rather it is accepting the \$150,000 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC and prepares for proper committee termination under FEC rules.

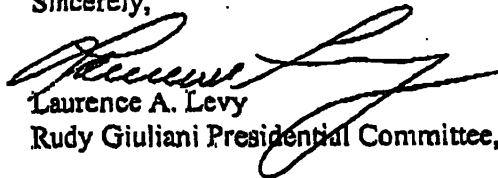
The aforementioned terms of this letter Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

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The signatories below represent that each is an authorized representative of a Party and by signing below is authorized to bind the Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,



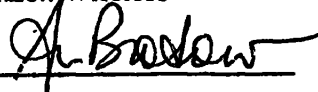
Laurence A. Levy

Rudy Giuliani Presidential Committee, Inc.

Agreed and Accepted:

Verizon Wireless

By



Print name:

Ann Brodow

Date:

6/22/09

13031080145

HOLTZMAN VOGEL PLLC
Attorneys at Law

January 25, 2010

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

Verizon Wireless
Kelly Chambers, Senior Collector
Receivable Management Services
340 Interstate N Parkway, Suite 200
Atlanta, GA 30339

By FAX 770-612-7827

Dear Ms. Chambers:

This letter is a Supplemental Agreement to the annexed Agreement between Verizon Wireless and the Rudy Giuliani Presidential Committee, Inc. (RGPC) dated June 15, 2009 and acknowledged and agreed to on June 22, 2009 ("Original Agreement").

Verizon Wireless acknowledges that it has treated RGPC's debt in a commercially reasonable manner by, for instance, referring the matter to a commercial debt collection service. As such, Verizon Wireless has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

As contemplated in the Original Agreement, Verizon Wireless agrees to accept an additional payment of ten thousand (\$10,000) dollars, in full settlement of the outstanding debt of RGPC, subject to the FEC's specific and formal approval of the settlement. The additional payment of ten thousand (\$10,000) dollars will be forwarded to Verizon Wireless within seven (7) business days of receipt by RGPC of this Agreement signed by an authorized representative. RGPC agrees to report to the FEC in the normal course of business a remaining debt to Verizon Wireless of two hundred thirty six thousand and forty five dollars and twenty three (\$236,045.23) cents until such time as RGPC presents a final

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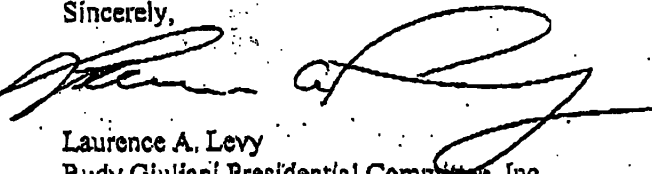
settlement plan as a terminating committee to the FEC and such plan is accepted by the FEC.

Verizon Wireless acknowledges that it is not cancelling or forgiving the debt. Rather, it is accepting the additional payment of \$10,000 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

The signatories below represent that each is an authorized representative of a Party and by signing below is authorized to bind the Party to this Supplemental Agreement.

If you agree with the terms detailed above, please sign on the appropriate line and return an executed copy to me.

Sincerely,



Laurence A. Levy
Rudy Giuliani Presidential Committee, Inc.

Agreed and Accepted:



Verizon Wireless

By:

Date

1/27/10

Print Name:

Steven Post

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
40 Fulton Street LLC c/o Vornado Office Management, LLC 40 Fulton Street New York, NY 10038	November 2007 - March 2008	*\$106,462.82 *See Annexed Addendum	*\$70,000.00 *See Annexed Addendum

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF
CREDITOR OR
REPRESENTATIVE

➤ See Annexed Settlement Agreement and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

VORNADO OFFICE MANAGEMENT LLC (PART II)

In 2007, The Rudy Giuliani Presidential Committee, Inc. ("RGPC") entered into a licensing agreement to "rent" space at 40 Fulton Street, New York City, on a month-to-month basis, from Vornado Office Management LLC ("Vornado"). Management planned to convert the building, as such it was emptying the building of all long-term commercial tenants. In February of 2008, when the RGPC campaign ended, RGPC immediately surrendered all of its space, except for one small suite on a low floor. Thereafter, RGPC made some payments and entered into negotiations to settle the remaining charges due to Vornado. Negotiations ensued through much of 2009, including attorneys for the Parties. Vornado ultimately determined that instituting litigation against RGPC would likely not yield a satisfactory result as RGPC was organized as a corporation, which had inadequate assets to pay the debt, or any other person or entity legally responsible for said debt.

In late 2009, the Parties through their respective attorneys, agreed to the annexed Settlement Agreement, whereby RGPC immediately paid Vornado seventy thousand dollars (\$70,000.00), representing forty percent (40%) of the outstanding debt. The Settlement compromised the remaining one hundred and six thousand, four hundred and sixty-two dollars, and eighty-two cents (\$106,462.82) (amount was rounded off in the Settlement), which was carried and reported as debt, until such time as the FEC reviews the Settlement. If the Settlement is approved, RGPC will not owe any additional funds to Vornado, however, if the Settlement is not approved by the FEC, the full \$106,462.82 will still be due to Vornado from RGPC.

It is important to note the Settlement would not have been finalized without the immediate payment of the seventy thousand dollars (\$70,000.00), which funds were wholly provided by the candidate, from his personal assets. As such, while Form II of the Debt Settlement Plan appears to indicate no settlement payment to Vornado, it accepted seventy thousand dollars (\$70,000.00) in November of 2009, in satisfaction of the debt of one hundred and seventy-six thousand, four hundred sixty-two dollars and eighty-two cents (\$176,462.82), subject to FEC approval.

Please see the annexed Settlement Agreement.

HOLTZMAN VOGEL PLLC
Attorneys at Law

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

October 29, 2009

40 FULTON STREET LLC
c/o Vornado Office Management LLC
888 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

This letter will set forth the agreement between 40 Fulton Street LLC ("VORNADO") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC" and VORNADO, collectively the "Parties"), regarding the outstanding debt of one hundred and seventy six thousand four hundred and sixty two dollars and eighty two cents (\$176,462.82) (the "Debt") owed by RGPC to VORNADO.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded amounts inadequate to pay the debt to VORNADO or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with VORNADO; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

Whereas, VORNADO has made good faith efforts to collect from RGPC, including referring this matter to its collection department that has repeatedly sought collection and is now willing to enter into a Agreement with RGPC, conditioned upon RGPC making a good faith payment within five (5) business days of this Agreement and ultimately receiving approval of the FEC for such settlement; Now

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The Parties acknowledge the debt owed by the Rudy Giuliani Presidential Committee, Inc. ("RGPC"); a New York State corporation is \$176,462.82, which amount has been reported in the normal course of business in the RGPC financial filings with the FEC. The parties further acknowledge that RGPC's debt stems from services that VORNADO rendered to RGPC, primarily the rent of office space and ancillary services, in its ordinary course of business under commercially reasonable terms.

VORNADO acknowledges that it has treated RGPC's debt in a commercially reasonable manner by, for instance, referring the matter to a collection manager with expertise in commercial debt collection. As such, VORNADO has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

RGPC hereby represents and warrants to VORNADO that RGPC is entering into or has entered into agreements with approximately 22% of all of the other parties to which it is currently indebted at a similar discount rate that RGPC is paying with respect to the Debt to VORNADO pursuant to this Agreement.

RGPC agrees to make and VORNADO agrees to accept a payment of seventy thousand (\$70,000) dollars (the "Settlement Payment") within five business days of executing this letter agreement as a partial payment and that it will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding Debt to VORNADO by joining RGPC is presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors to which RGPC continues to have financial obligations as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$70,000 to VORNADO to the FEC in the normal course of business and to report the remaining one hundred and six thousand four hundred and sixty two dollars and eighty two (\$106,462.82) cents as outstanding debt.

VORNADO acknowledges that it is not cancelling or forgiving the Debt rather it is accepting the \$70,000 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC diligently tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC.

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In the event that the FEC shall approve the Settlement Payment and the terms of this letter agreement then: (A) Effective upon such approval VORNADO knowingly and voluntarily releases and forever discharges RGPC, its Board, employees, and its parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which VORNADO or its heirs, executors, administrators, representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with VORNADO's contract with RGPC to provide Consulting and phone calling services. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration do not constitute an admission of liability on the part of any person or entity. VORNADO agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as VORNADO is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement.

(B) RGPC releases all claims against VORNADO of any nature and agrees never to commence, prosecute, or cause to be prosecuted against VORNADO any complaint, suit, or proceedings based on this Agreement or the underlying claims in this letter agreement, except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against VORNADO which has not been released by this letter agreement.

The aforementioned terms of this letter agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement.

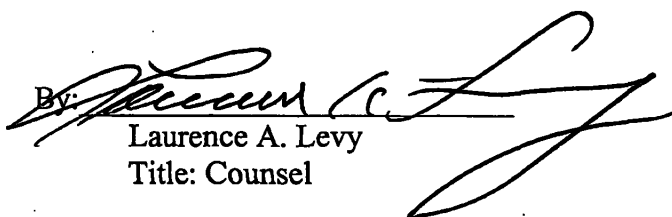
However, the aforementioned provision notwithstanding should the FEC not approve the Settlement Agreement and/or the terms of this letter agreement then the Parties agree that VORNADO shall have the right to retain the Settlement Payment and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to VORNADO. RGPC hereby agrees to be bound by any such FEC direction.

The signatories below represent that each is an authorized representative of the applicable Party and by signing below is authorized to bind such Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,

Rudy Giuliani Presidential Committee, Inc.

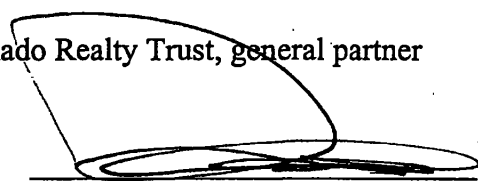
By: 
Laurence A. Levy
Title: Counsel

Agreed and Accepted:

40 FULTON STREET LLC

By: Vornado Realty L.P., member

By: Vornado Realty Trust, general partner

By: 
David R. Greenbaum, President –
New York Office Division

Date: Nov 3, 2008

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE Rudy Giuliani Presidential Committee, Inc.	FEC I.D. NUMBER C00430512	PAGE	OF
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CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR West Meridian, LLC 914 164th Street, S.E. #343 Mill Creek, WA 98012	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	January 2008	\$38,631.56 *See Annexed Addendum	See Annexed Addendum

TYPE OF CREDITOR:

☒ INCORPORATED COMMERCIAL VENDOR ☐ UNINCORPORATED COMMERCIAL VENDOR ☐ CANDIDATE ☐ COMMITTEE EMPLOYEE ☐ OTHER INDIVIDUAL

A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

See Annexed Settlement Agreement and Addendum.

B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

See Annexed Settlement Agreement and Addendum.

C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

See Annexed Settlement Agreement and Addendum.

CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

☒ YES ☐ NO IF NO, PLEASE EXPLAIN

See Annexed Settlement Agreement and Addendum.

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE ☒ See Annexed Settlement Agreement and Addendum.

DATE

ADDENDUM – RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC. - C-00430512

WEST MERIDIAN, LLC (PART II)

West Meridian, LLC (“West”) is a relatively small company that provides communication and political consulting. In 2007 and 2008 the firm primarily was responsible for consulting with The Rudy Giuliani Presidential Committee, Inc. (“RGPC”) with regard to political messaging and outreach. The primary role, especially in January of 2008, was assisting in recording and delivering telephone messages regarding the RGPC campaign. While RGPC made some payments to West in 2008, it could not pay the entire outstanding balance, specifically eighty-eight thousand six hundred and thirty-one dollars and fifty-six cents (\$88,631.56), which almost entirely represented work invoiced in January of 2008.

West attempted to collect the debt through contact with RGPC, including through direct contact with RGPC’s Treasurer and Counsel. In June of 2009, West’s Managing Partner turned the matter over to outside counsel to institute legal proceedings. The Managing Partner explained that as a small firm that had costs associated with generating the services, it could no longer wait for payment.

West and RGPC then negotiated a settlement by which RGPC paid fifty thousand dollars (\$50,000.00) of the eighty-eight thousand six hundred and thirty-one dollars and fifty-six cents (\$88,631.56), representing fifty-six percent (56%) of the outstanding debt in lieu of litigating the matter. By its terms, the annexed Settlement Agreement required RGPC to report the payment to the FEC, and to continue to report the remaining compromised debt of thirty-eight thousand, six hundred and thirty-one dollars and fifty-six cents (\$38,631.56) as debt, until and unless the FEC approves the Settlement. If the FEC does not approve the Settlement, RGPC will continue to be responsible for the aforementioned balance. As such, while Part II of the Debt Settlement Plan appears to show no payment to West, West actually accepted and received, in the summer of 2009, payment representing fifty-six percent (56%) of the then outstanding balance, in full settlement of RGPC’s obligations to West. We note the payment was funded by the former candidate through his personal assets, and the immediate payment was critical to reaching a settlement, avoiding the expenses associated with defending a matter in litigation.

Please see annexed Settlement Agreement.

HOLTZMAN VOGEL PLLC
Attorneys at Law

1177 Avenue of the Americas
19th Floor
New York, NY 10036
p/212-938-6403
f/212-938-3878

July 31, 2009

West Meridian, LLC
Cary Evans
914 164th Street, S.E. 343
Mill Creek, WA 98012

By Fax: 425-939-0816

Dear Mr. Evans;

This letter will set forth the Agreement between West Meridian, LLC ("WEST") and the Rudy Giuliani Presidential Committee, Inc. ("RGPC"), collectively the Parties, regarding the outstanding debt of Eighty eight thousand six hundred and thirty one dollars and fifty six (\$88,631.56) cents owed by RGPC to WEST.

Whereas, RGPC has made efforts to raise money to pay off its presidential primary debt and those efforts have yielded very few contributions in amounts inadequate to pay the debt to WEST or its other outstanding debts; and

Whereas, RGPC wants to avoid the cost and delay attendant to litigation if it can not reach a reasonable settlement or other agreement with WEST; and

Whereas, the Parties hereto want to resolve their dispute in a commercially reasonable manner that is consistent with the legal mandates of the Federal Election Commission, ("FEC"); and

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Whereas, WEST has made good faith efforts to collect from RGPC, including referring this matter to outside legal counsel to seek collection and is willing to enter into a Agreement with RGPC, conditioned upon RGPC making a good faith payment within five (5) business days of this Agreement and ultimately receiving approval of the FEC for such settlement; Now

The Parties acknowledge the debt owed by the Rudy Giuliani Presidential Committee, Inc. ("RGPC"); a New York State corporation is \$88,631.56, as reported in the RGPC financial filings with the Federal Election Commission ("FEC"). The parties further acknowledge that RGPC's debt stems from services that WEST rendered to RGPC in its ordinary course of business under commercially reasonable terms.

WEST acknowledges that it has treated RGPC's debt in a commercially reasonable manner by, for instance, referring the matter to an attorney with expertise in commercial debt collection. As such, WEST has pursued its remedies against RGPC as vigorously as it would pursue its remedies in this difficult economic environment against a nonpolitical debtor that, like RGPC, has very limited assets.

WEST agrees to accept a payment of fifty thousand (\$50,000) dollars within five business days of executing this Agreement as a partial payment and that it will cooperate with RGPC in supporting this as a commercially reasonable and final settlement of the outstanding debt to WEST by joining RGPC is presenting this settlement for approval by the FEC when such presentation is made as part of the actions of RGPC as a terminating committee.

RGPC agrees to initiate settlement negotiations with other vendors RGPC continues to have financial obligations to as part of its effort to become a terminating committee under the FEC and resolve all of its obligations with the FEC's approval. RGPC further agrees to report the payment of \$50,000 to WEST to the FEC in the normal course of business and to report the remaining thirty eight thousand six hundred and thirty one dollars and fifty six (\$38,631.56) cents as outstanding debt.

RGPC releases all claims against WEST of any nature and agrees never to commence, prosecute, or cause to be prosecuted against WEST any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as RGPC is not aware of any claims or causes of action it has against WEST which has not been released by this Agreement.

WEST acknowledge that it is not cancelling or forgiving the debt rather it is accepting the \$50,000 as a good faith payment and will forbear for a commercially reasonable period in further collection efforts while RGPC tries to work out a settlement arrangement with other vendors and submits same for approval by the FEC and prepares for proper committee termination under FEC rules.

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Effective upon receipt of \$50,000 from RGPC, WEST knowingly and voluntarily releases and forever discharges RGPC, it's Board, employees, and its parents, subsidiaries, affiliates, successors and assigns, members, officers, employees, representatives and agents, (collectively, the "Released Party") of and from any and all claims, demands and causes of action of every nature whether known, unknown, unanticipated or undisclosed, against the Released Party, which WEST or its heirs, executors, administrators, representatives, beneficiaries, successors and assigns now have or may have from the beginning of time through and including the date of execution of this Agreement, including any claim arising out of or in any way connected with WEST's contract with RGPC to provide Consulting and phone calling services. This Agreement, including the Consideration paid and the Release given is a compromise settlement of a claim and the payment of the aforementioned consideration does not constitute an admission of liability on the part of any person or entity. WEST agrees never to commence, prosecute, or cause to be prosecuted against the Released Party any complaint, suit, or proceedings based on this Agreement or the underlying claims in this Agreement, except to enforce said Agreement, as WEST is not aware of any claims or causes of action it has against the Released Party which has not been released by this Agreement, except that this paragraph is subject to the required approval of the FEC referenced below.

The aforementioned terms of this letter Agreement may not be modified or amended except in a writing signed by the Parties and appended to this Agreement. However, the aforementioned provision notwithstanding should the FEC determine that this Agreement does not fully comport with the FEC's standards for settling disputed debt then the Parties agree that WEST will keep the payment made pursuant to this Agreement and the Parties will abide by the FEC's direction regarding any debt it determines may still be due and owing from RGPC to WEST. Simply put RGPC will assume the risk with regard to FEC action and solely with respect to such action.

The signatories below represent that each is an authorized representative of a Party and by signing below is authorized to bind the Party to this Agreement.

If you agree with the terms detailed above please sign on the appropriate line and return an executed copy to me.

Sincerely,


Laurence A. Levy
Rudy Giuliani Presidential Committee, Inc.

Agreed and Accepted:

West Meridian LLC

By



Print name:


Cary C. Evans

Date:

8/5/09

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Federal Election Commission
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